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Title: Verizon New York Inc., Telesector Resources Group, Inc. and International Brotherhood of Electrical Workers (IBEW), AFL-CIO-CLC Local 2213 (2000)

K#: 5744

Employer Name: Verizon New York Inc., Telesector Resources Group, Inc.

Location: NY

Union: International Brotherhood of Electrical Workers (IBEW), AFL-CIO-CLC

Local: 2213

SIC: 4813

NAICS: 517110

Sector: P

Number of Workers: 35300

Effective Date: 08/06/00

Expiration Date: 08/02/03

Number of Pages: 210

Other Years Available: Y

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K# 5742

AGREEMENT

between

VERIZON NEW YORK INC.

and the

TELESECTOR RESOURCES GROUP, INC.

and the

**INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS**

**AFL-CIO
LOCAL 2213**

EFFECTIVE AUGUST 6, 2000

**verizon**

Rec'd
7/17/01 K5744

AGREEMENT
Between
VERIZON NEW YORK, INC.
and the
TELESECTOR RESOURCES GROUP, INC.
and the
INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS
AFL-CIO
LOCAL 2213

EFFECTIVE AUGUST 6, 2000

35,300
workers X: 8/3/03

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**THIS AGREEMENT, by and between the
INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, AFL-CIO, CFL, LOCAL
2213, hereinafter referred to as the "Union",
and VERIZON NEW YORK INC., and the
TELESECTOR RESOURCES GROUP, INC.
hereinafter collectively referred to as the
"Company", WITNESSETH:**

ARTICLE 1 RECOGNITION

1.01 WHEREAS the Union hereby certifies that its membership constitutes a majority of the present employees to whom this Agreement applies; and

1.02 WHEREAS the Union is the acknowledged, designated and selected collective bargaining agency of such employees;

1.03 The Company hereby recognizes said Union as the exclusive representative of all employees to whom this Agreement applies, for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment.

ARTICLE 2 DEFINITIONS

2.01 The terms "employees to whom this Agreement applies" and "employee" and "employees" whenever used, shall mean those employees in the Telesector Resources Group, Inc. whose occupations were included in the prior collective bargaining agreement and those employees in the New York Telephone Company "Commercial Department" (including employees in "Sales", the "Annoyance Call Bureau", "Public Communications" and Retail Outlets), and "Network" located in the "Northeast", "Central" and "Western" Areas as well as "Mid-State" [excluding the Counties of Westchester, Rockland, and Putnam, and parts of Dutchess (Patterson, N.Y.) and Orange (Greenwood Lake, Tuxedo and West Point) Counties and Greenwich, Connecticut], whose occupations are shown in Article 34.

- 2.02** "Steward" means any member of the Union elected or appointed to represent a group of members and certified to the Company by the Union.
- 2.03** "Joint Bargaining Committee" means a committee composed of a Union committee not to exceed seven (7) members and a management committee not to exceed seven (7) members.
- 2.04** "Employee" means a regular or temporary full-time and a regular or temporary part-time non-supervisory employee whose occupation is listed in Article 34.
- 2.05** "Regular Employee" means one whose employment is reasonably expected to be permanent at the time he is engaged although the employment may be terminated by action on the part of the Company or the employee.
- 2.06** "Temporary Employee" means one who is engaged for a limited period which is expected to continue for more than three (3) weeks but not more than three (3) years, with the definite understanding that his/ her employment is to terminate by the end of such period. A Temporary Employee shall be entitled to all benefits to which a regular employee is entitled, except that the provisions of Article 21 (Lay-Offs) shall not be applicable.
- 2.07** "Full-Time Employee" means a regular or temporary employee who is scheduled to work a basic workweek.
- 2.08** "Part-Time Employee" means a regular or temporary employee who is employed and normally scheduled to work less hours per average month than a comparable full-time employee in the same job title, classification and work group working the same normal daily tour.
- 2.09** "Occasional Employee" means one who is engaged on a daily basis for a period of not more than three (3) consecutive weeks, or for a cumulative total of not more than thirty (30) days, in any calendar year, regardless of the length of the daily or weekly assignments. An occasional employee who actually works or is engaged to work in excess of three (3) consecutive weeks or thirty (30) days in a calendar year shall be reclassified as a regular or temporary, full-time or part-time employee as appropriate.
- 2.10** The use of the masculine or feminine gender in this Agreement shall be construed as including both genders and not as a sex limitation unless the Agreement clearly requires a different construction.

ARTICLE 3 COLLECTIVE BARGAINING

3.01 It is agreed that all collective bargaining between the Union and the Company shall be conducted by the respective members of the Joint Bargaining Committee. Employees shall not suffer loss of pay.

ARTICLE 4 WAIVER, MODIFICATION OR AMENDMENT

4.01 This Agreement constitutes the entire Agreement between the parties superseding all previous Agreements. No waiver, modification or amendment shall be effective unless signed by the parties hereto and no such waiver, modification or amendment applicable to any particular provision hereof shall be construed as any general waiver, modification or amendment, but shall be strictly limited to the extent and occasion specified therein.

ARTICLE 5 FEDERAL OR STATE LAWS

5.01 Should any valid Federal or State Law or the final determination of any Board or Court of competent jurisdiction affect any provision of this Agreement, the law or determination of the Board or Court shall apply only to the provision so affected and otherwise the Agreement shall continue in full force and effect.

ARTICLE 6 NON-DISCRIMINATION

6.01 In a desire to restate their respective policies, neither the Company nor the Union shall unlawfully discriminate against any employee because of such employee's race, color, religion, sex, age or national origin or because he or she is handicapped, a disabled veteran or a veteran of the Vietnam Era.

ARTICLE 7 COPIES OF CONTRACT

7.01 Effective with this Agreement the Company shall be responsible for providing a copy of the contract for each employee.

ARTICLE 8 MEETINGS WITH MANAGEMENT

8.01 Joint conferences between authorized committees of the Union and appropriate Management representatives may be held at any time by mutual agreement. The Company agrees that Joint Conferences may be scheduled during business hours on regular working days and that the stewards, or alternates acting as stewards, not on leave of absence, shall not, unless otherwise required by law or lawful authority, suffer any loss of pay for time, included in the basic workweek, spent in such conferences.

ARTICLE 9 COMMON INTEREST FORUM

9.01 Because the parties recognize that rapid changes are occurring and will continue to occur in the information and telecommunications businesses, a forum of common interest is established in the Company for the following purposes:

- 1) Providing a framework for early communications and discussion between the parties on business developments of mutual interest and concern to the parties and their constituencies.
- 2) Discussing and reviewing innovative approaches to enhance the competitiveness of the Company and improve employment security.
- 3) Improving understanding and relationships between the parties and avoiding unnecessary disputes by cooperatively addressing significant changes and developments in the Union or Company environment.

9.02 Equal numbers of key union and management persons shall constitute the forum in the Company. Meetings will be convened by the parties at mutually agreeable places and times but no less often than quarterly. Otherwise, the members of the forum shall determine its composition, structure, agendas and operation.

9.03 It is the intent that such forum support the collective bargaining process, the established contractual dispute resolution procedures,

and the existing joint union-management committees.

ARTICLE 10

NOTIFICATION REGARDING UNION OFFICERS, EXECUTIVE BOARD MEMBERS, STEWARDS AND ALTERNATES

10.01 The President/Business Manager of the Union shall arrange to have the appropriate Management currently advised of the names of the stewards, alternates, members of the Executive Board, Assistant Business Managers and officers elected to serve on its various employee committees.

10.02 The Company shall give the President/Business Manager of the Union one week's prior notice of the permanent transfer or promotion of a Union steward or alternate which will affect the individual's status as steward or alternate.

10.03 The Company shall give the President/Business Manager of the Union at least fourteen (14) days prior written notice of the permanent transfer or promotion of a Union Officer, or Assistant Business Manager or Executive Board member which will affect the individual's status as a Union Officer, Assistant Business Manager or Executive Board member.

ARTICLE 11

ABSENCE FOR UNION BUSINESS

11.01 To the extent that the Company determines that the requirements of the service permit, employees who are authorized representatives of the Union will be excused without pay or granted leaves of absence without pay, at the request of an authorized officer of the Union, to attend to the business of the Union.

11.02 The Union shall make all requests for excused absences or leaves of absences as far in advance as possible and the Company shall act promptly upon each request. Excused absences granted to a Union representative shall not exceed ninety (90) scheduled working days (to Union Officers, namely the President/Business Manager, Vice President, Recording Secretary, Treasurer, and the Unit Chairman, and Assistant Business Managers, shall not exceed one hundred fifty (150) scheduled working days but no more than a total of 10 such persons will be accorded such treatment) in any calendar year and no single period of excused absence shall exceed thirty (30) continuous calendar days.

Absence in excess of ninety (90) scheduled working days (one hundred fifty (150) scheduled working days for a Union Officer, Unit Chairman or Assistant Business Manager) in any calendar year will not be authorized except by a leave of absence to be applied for by the Union in writing. Each period of leave of absence granted hereunder shall not exceed one year nor be less than one month, provided that the total period of such leaves granted to any employee during his service life with the Company and its subsidiaries, NYNEX and its subsidiaries, and for the period prior to January 1, 1984 with any former Bell System Company shall not exceed eighteen (18) years.

11.03 Meetings with Management during a period of leave of absence shall not be considered as breaking a continuous period of leave of absence and shall be included in the period of such leave. However, meetings with Management during a period of excused absence shall not be considered as excused absence.

11.04 A Union representative upon return from an excused absence or leave of absence shall be reinstated at work generally similar to that in which he was engaged last prior to his absence, subject, however, to the provisions of this Agreement relating to lay-offs. He shall be placed on the payroll at the rate received when such absence began, adjusted for any changes in wage level made during the period of absence. Adjustments shall also be made for any changes in location or position in accordance with existing practices and wage schedules. No physical or other examination shall be required as a requisite of reinstatement except where the Company finds that an obvious physical or mental condition exists which requires medical advice regarding job placement or fitness for work.

11.05 A Union representative shall be allowed full credit for periods of leave of absence not in excess of eighteen (18) years in the aggregate computing net credited service for all purposes except for wage progressions. During any leave of absence, a Union representative shall be entitled to death benefits.

11.06 If a Union representative is absent attending to the business of the Union to such an extent that the Company pays less than 50% of his basic wage (excluding overtime and premium payments) during the twelve (12) consecutive months immediately preceding the date his vacation would commence, he shall not be entitled to a vacation at Company expense for that calendar year.

11.07 The following shall apply to each employee who is on leave of absence for Union business in accordance with the provisions of this Article:

- a) Premiums for the Medical Expense Plan, the Dental Expense Plan and Vision Care Plan for an employee on leave of absence for Union business shall be paid by the employee.
- b) Premiums for Basic Group Life Insurance for an employee on leave of absence for Union business shall be paid for by the Company.
- c) For the purpose of pension computation, a leave of absence for Union business for which service credit is allowed will be counted as time worked in the occupation to which the Union representative had been assigned at the time such leave of absence began.

ARTICLE 12 UNION REPRESENTATION

12.01 At any meeting between a representative of the Company and an employee in which discipline (including warnings which are to be recorded in the personnel file, suspension, demotion or discharge for cause) is to be announced, a Union representative may be present if the employee so requests.

ARTICLE 13 AGENCY SHOP

13.01 Each employee who is a member of the Union or who is obligated to tender to the Union amounts equal to periodic dues on the effective date of this Agreement, or who later becomes a member, and all employees entering into the bargaining unit on or after the effective date of this Agreement, shall as a condition of employment, pay or tender to the Union amounts equal to the periodic dues applicable to members, for the period from such effective date or, in the case of employees entering into the bargaining unit after the effective date, on or after the thirtieth day after such entrance, whichever of these dates is later, until the termination of this Agreement. For the purpose of this Article, "employee" shall mean any person entering into the bargaining unit,

except an occasional employee.

13.02 Each employee who is a member of the bargaining unit on or before the effective date of this Agreement and who on the effective date of this Agreement was not required as a condition of employment to pay or tender to the Union amounts equal to the periodic dues applicable to members, shall, as a condition of employment, pay or tender to the Union amounts equal to the periodic dues applicable to members for the period beginning 30 days after the effective date of this Agreement, until the termination of this Agreement.

13.03 The condition of employment specified above shall not apply during periods of formal separation* from the bargaining unit by any such employee but shall reapply to such employee on the thirtieth day following his return to the bargaining unit.

- * The term "formal separation" includes transfers out of the bargaining unit, removal from the payroll of the Company, and leaves of absence of more than one month duration,

ARTICLE 14 DEDUCTION OF DUES

14.01 The Company agrees, upon receipt of individual authorizations appropriately signed by employees in the bargaining unit, to deduct from their wages an amount equal to Union dues in effect at the time of deduction and to turn over to the Union's Financial Secretary the total amount deducted in the area together with a record of the names of the employees from whose wages deductions have been made and the amounts of such deductions.

14.02 Any employee may cancel his or her written authorization for payroll deductions by giving notice in writing over his or her signature to the Company. The Company agrees to notify the Union's Financial Secretary of the receipt of any such written cancellation.

14.03 Either the Union or the Company may, by written notice given to the other party, terminate with respect to any employee the obligation and right of the Company to make such deductions. The Company shall give written notice of such termination to the employee.

14.04 An employee's written authorization for such deduction shall be cancelled automatically by the Company when the employee is

transferred to a position outside of the bargaining unit.

14.05 A specific form mutually acceptable to the Union and the Company shall be used by employees for authorizing the deduction of Union dues.

14.06 The Union hereby agrees to indemnify the Company and hold it harmless from all claims, damages, costs, fees or charges of any kind which may arise out of the honoring by the Company of dues deduction authorizations in accordance with the provisions of this Article, and the transmitting of such deducted dues to the Union.

14.07 Authorized requests for changes in a Local's dues structure shall be effectuated in the following manner:

- (a) Changes can be introduced only on the first Sunday of the month.
- (b) Requests received prior to or on the 15th of the month will be effective the first Sunday of the following month.
- (c) Requests received after the 15th of the month will be effective the first Sunday of the second following month.

14.08

- (a) The Company will change their payroll practices where necessary to provide that when there are insufficient funds to cover all deductions, then deductions for Union dues and deductions for allotments to the Savings and Security Plan, respectively, shall have priority over all authorized deductions except those required by law and authorized deductions for insurance.
- (b) The Company will change their payroll practices, where necessary, to provide for make-up of missed Union dues deduction for up to four (4) consecutive deduction weeks, where failure to deduct is the result of insufficient pay for reasons other than unauthorized absence. If Union dues deductions are missed for five (5) or more consecutive weeks, there will be no make-up through payroll deduction of any of such missed deductions.

14.09 The Company shall, while the Collective Bargaining Agreement is in full force and effect, make collection of regular union dues of any employee through payroll deduction for each of 52 weeks in the calendar year upon receipt of an order in writing from such employee, revocable by that employee at any time, and to remit those dues in accordance with the Company's obligations under this Article.

ARTICLE 15 NO STRIKE

15.01 The Union agrees that during the term of this Agreement, or any extension thereof, it will not cause or permit its members to cause, nor will any member of the Union take part in, any strike of or other interference with any of the Company's operations or picketing of any of the Company's premises; provided, however, that nothing in this Article shall in any way enlarge, diminish or affect whatever the rights and obligations of the parties are now or may be from time to time with respect to any refusals to cross lawful picket lines established by other Unions at locations other than the Company's premises.

ARTICLE 16 GRIEVANCE PROCEDURE

16.01 The grievance procedure and where applicable the mediation and arbitration procedure as contained in this Agreement shall be the sole and exclusive means to be used by any employee or group of employees or by either the Company and its representatives or by the Union and its representatives for adjusting and settling any dispute or issue.

16.02 Step 1-Except as otherwise provided in Article 19 with reference to grievances relating to discharges, suspensions and demotions for cause, any grievance of an individual employee or group of employees, presented within two months after the action or failure to act complained of occurred, may be reviewed, directly, or with the Union Steward and the alternate with the immediate supervisor or some higher-ranking supervisor in the Department having authority in the matter. The review of the grievance shall be completed within ten (10) days following its initial presentation. Within ten (10) days after the review of the grievance is completed, an answer shall be given to the party who presented the grievance.

16.03 Step 2-If such grievance is not satisfactorily disposed of through such review, the grievance may be appealed in writing within ten (10) days after the answer has been given. Such appeal shall be filed with the appropriate representatives of the parties, and the grievance shall be reviewed at a meeting of not more than three (3) members of the Area Committee of the Union and not more than three (3) members of Management, one of whom shall be the District or Division Level Manager or his authorized representative. The District or Division Level Manager or his authorized representative may not be the same individual who represented Management at Step 1. The review shall be completed within ten (10) days following the receipt of the appeal. Within ten (10) days after the review is completed, an answer in writing shall be given to the party who filed the appeal.

16.04 Step 3-If such grievance is not satisfactorily disposed of through such review, the grievance may be appealed in writing within ten (10) days after receipt of the answer. Such appeal shall be filed with the appropriate representatives of the parties and the grievance shall be reviewed at a meeting of not more than three (3) members of the Union Executive Board and not more than three (3) representatives of Management, including an Assistant Vice President Labor Relations. The Assistant Vice President or his authorized representative may not be the same individual who represented Management at Step 2. The review shall be completed within fourteen (14) days following the receipt of the appeal. Within ten (10) days after the review is completed, an answer in writing shall be given to the party who filed the appeal.

16.05 Whenever a Union Steward has taken up a matter with Management affecting the individual interest of an employee, the Company shall, before discussing the subject with the employee involved, notify the steward and give the steward an opportunity to be present at such discussion.

16.06 When mutually agreeable to the Union and the Company, the time limits at each step of the grievance procedure and any steps of the grievance procedure itself may be waived.

16.07 Nothing in this Article shall in any way affect or abridge the right of any individual employee or group of employees at any time to present grievances to the Company and to have such grievances adjusted, without the intervention of the Union, so long as the adjustment is not inconsistent with the terms of this Agreement, and provided the Union has been given an opportunity to be present at such adjustment.

ARTICLE 17 ARBITRATION

17.01 In the event that after proceedings under the provisions of Article 16, entitled "Grievance Procedure", there remains an unadjusted grievance as to the true intent and meaning of a provision of this Agreement or as to performance by either party of any obligation of this Agreement, a claim that a wage increase has been improperly withheld, or a claim that a regular employee with more than one (1) year's net credited service has been discharged, suspended or demoted without proper reason, either the Union or the Company may, by giving written notice to the other within thirty (30) days after receipt of the written answer in the last step in the grievance procedure, require submission of the dispute to arbitration pursuant to the provisions of this Article to determine the issue in question.

17.02 It is understood that the right to require arbitration does not extend to any matters other than those expressly set forth in Section 17.01.

17.03 In the event that it becomes necessary to submit any matter to arbitration as provided in Section 17.01 of this Article, the parties will endeavor in each instance to agree upon an arbitrator. If in any case the parties are unable to agree upon an arbitrator within ten (10) days following receipt of the notice requiring submission of the dispute to arbitration, the parties shall request the Federal Mediation and Conciliation Service to furnish an even numbered list of arbitrators for their consideration. If the Company and the Union cannot agree upon any arbitrator named in the list within ten (10) calendar days from the day the list is received, they shall request an odd numbered list from the Service for their consideration. If the Company and the Union cannot agree upon any arbitrator from the first and second lists within (10) calendar days from the day the second list is received, they shall alternately strike the names of the arbitrators on the combined list until an arbitrator is agreed upon.

17.04 The dispute shall then be considered and determined by the arbitrator so chosen and the hearing shall proceed in accordance with the arbitration law of the State of New York. The decision of the arbitrator shall determine the dispute and shall be final and binding on all parties.

17.05 The arbitrator shall have no authority to add to or subtract from or in any way modify the terms of this Agreement.

17.06 The expense of such arbitration shall be borne equally by the parties.

17.07 A grievance shall no longer be arbitrable if the party filing the grievance has not commenced arbitration hearings within nine (9) months following the receipt of the written notice requiring submission to arbitration of the grievance. (If a grievance relates to a discharge or demotion for cause, the parties shall endeavor to commence hearings within thirty (30) days following receipt of written notice requiring submission to arbitration of the grievance.)

17.08 The parties shall also endeavor to carry the arbitration hearings to an expeditious conclusion.

ARTICLE 18 MEDIATION

18.01 For grievances involving disciplinary action which are subject to arbitration under Article 17 of this Agreement, the parties may, jointly, within thirty (30) calendar days after the filing of the request for arbitration, elect to use the mediation procedures hereinafter provided. The election shall be in writing and signed by authorized representatives of the parties. If no such election is made within the foregoing time period, the arbitration procedures set forth in this collective bargaining agreement shall be followed. A party may choose to terminate the mediation process at any time.

18.02 A panel of five mediators shall be selected by the parties. Each mediator shall serve until his or her services are terminated by written notice from either party to the other. The mediator shall be notified of his or her termination by joint letter from the parties. Mediators shall be assigned cases in rotating order designated by the parties. If a mediator is not available for conference within thirty (30) days after receiving an assignment, the case will be passed to the next mediator. If a case cannot be scheduled within thirty (30) days, the case will be assigned to the mediator who can conference the case on the earliest date.

18.03 The procedures for mediation shall be as follows:

- (a) The parties shall notify the assigned mediator in writing of their decision to use mediation and the location of the conference.

- (b) The Mediation Conferences will normally be held at one of the following locations:

Albany
Syracuse
Buffalo

- (c) The spokesperson for the Company will be a Director-Labor Relations or his or her designee. The spokesperson for the Union will be the President/Business Manager or his or her designee. No individual who has been a practicing attorney within the past five (5) years will attend the Mediation Conference.
- (d) In addition to the individuals identified above, the Union may determine to have present at the mediation conference the grievant, and a Local Union representative, and the Company may determine to have present at the mediation conference the grievant's supervisor and district level manager or designee. Attendance by others at the Mediation Conference shall be only upon mutual consent of the parties.
- (e) All written material that is presented to the mediator or to the other party shall be returned to the party presenting the material at the termination of the Mediation Conference.
- (f) Proceedings before the mediator shall be informal in nature. The issue mediated will be the same as the issue the parties have failed to resolve through the grievance process. The rules of evidence will not apply, and no transcript of the Mediation Conference shall be made. The presentation of evidence is not limited to that presented at Step 2 or Step 3 of the grievance procedure.
- (g) The mediator may meet separately with the parties during the Mediation Conference for the purpose of resolving the grievance. However, the mediator does not have the authority to compel the resolution of the grievance.
- (h) If the Company and Union agree to settle the grievance such settlement resulting from the conference shall not be precedent-setting.

- (i) If no settlement is reached during the Mediation Conference, the mediator shall provide the parties with an immediate oral advisory opinion, unless both parties agree that no opinion shall be provided. The mediator shall state the basis for his or her advisory opinion.
- (j) If no settlement is reached as a result of the Mediation Conference, the grievance may be scheduled for arbitration in accordance with the Collective Bargaining Agreement.
- (k) In the event that a grievance which has been mediated subsequently is arbitrated, no person serving as a mediator between these parties may serve as the arbitrator. Neither party may at the arbitration hearing refer to statements or settlement proposals made by the other party in connection with the Mediation Conference or any statements made by the Mediator.
- (l) By agreeing to schedule a Mediation Conference, the Company does not acknowledge that the case is properly subject to arbitration and reserves the right to raise issues of arbitrability notwithstanding its agreement to schedule such a conference.
- (m) The compensation and expenses of the mediator and the general administrative expenses of the Mediation Conference shall be borne equally by the parties. The Company shall pay for the grievant and no more than one (1) Union representative for attendance at the Mediation Conference.
- (n) The mediator shall conduct no more than four (4) mediation conferences per day.

ARTICLE 19

DISCHARGES, SUSPENSIONS AND DEMOTIONS FOR CAUSE

19.01 In the event that any regular employee hereafter discharged, suspended or demoted for cause claims that such discharge, suspension or demotion was without proper reason, the claim shall be reviewed in accordance with the grievance procedure set forth in Article 16 of this Agreement, provided, however, that no such claim will be recognized unless a

written complaint is filed by the Union with the Company within thirty (30) days after such discharge, suspension or demotion became effective.

19.02 If a claim that a regular employee with more than one (1) year's net credited service was discharged, suspended or demoted without proper reason is not satisfactorily disposed of, it may be reviewed in accordance with Article 17, Arbitration and/or Article 18, Mediation.

19.03 If at any point in the review of a claim that an employee was discharged, suspended or demoted for cause without proper reason such claim is sustained, the employee shall be reinstated and reimbursed on the following basis:

In the case of discharge, the employee shall receive his regular rate of pay for time lost less the amount of any termination payment received from the Company, and unemployment compensation received or receivable, and any amount paid to, or receivable by, the employee as wages in other employment. If the employee received a termination payment and the number of weeks since the date of discharge is less than the number of weeks upon which the payment was based, less vacation, if any, the amount paid to the employee for the excess number of weeks shall be considered as an advance to him by the Company. Repayment shall be made by the employee on a weekly basis satisfactory to the Company until the amount is fully paid, but the employee shall not be required to repay each week at a rate in excess of 10% of this basic weekly wage rate.

The employee shall also receive:

- a) reimbursement for premiums paid by him from the date of discharge for insurance coverage that does not exceed coverage provided under the Company's Medical Expense Plan, Group Life and Accidental Death or Dismemberment Insurance Program, Vision Care Plan and Dental Expense Plan.
- b) insurance coverage retroactive to the date of discharge for uninsured expenses actually incurred that would have been covered under the Company's Medical Expense Plan, Vision Care Plan and Dental Expense Plan, and
- c) reimbursement for the amount of discounted telephone service lost during the period of discharge.

In a suspension case, the employee shall receive his basic weekly wage rate for the time lost less the amount of any unemployment compensation received or receivable, and any amount paid to or receivable by the employee as wages in other employment.

In the case of demotion, the employee shall be compensated for all the loss of wages due to the reduction in the basic weekly rate of pay as a result of the demotion.

19.04 When an employee with more than one (1) year of continuous service in an occupation is permanently demoted to an occupation having a lower maximum basic weekly wage rate, because he is unable to perform the duties of his former occupation due to an injury incurred during and in direct connection with the performance of duties to which he was assigned in the service of the Company, he shall receive the following wage treatment:

- (a) His basic weekly wage rate shall not be lowered.
- (b) His further wage increases shall be based on the wage progression table applicable to the lower occupation, and his progression on that table will be determined by either his net credited service or his assumed length of service in the higher occupation, whichever favors the employee, subject to the following:
 - 1) If the demoted employee's wage rate at the time of his demotion is below the wage rate for the appropriate step under the new table, the employee's basic weekly wages shall be raised to the applicable rate.
 - 2) If the demoted employee's basic weekly wage rate at the time of his demotion is above the wage rate for the appropriate step under the new table, the demoted employee shall receive no wage increase until such time as his net credited service or assumed length of service entitles him to progress to the next step of the table for the lower occupation.
 - 3) In no event shall an employee so demoted receive a wage increase that would cause his basic weekly wage rate to exceed the maximum rate for the occupation to which he has been demoted.

19.05 For the purposes of Section 19.04 of this Article continuous service in an occupation shall include service in occupations with the same maximum basic weekly wage rate as the occupation from which demoted.

19.06 For purposes of Section 19.04 an employee's assumed length of service shall be the total length of service within the employee's occupation which will have been required for the employee to have progressed from the minimum rate to the employee's rate at the time of transfer on the schedule in the employee's present location, plus the earned credit since the date of the employee's last progression increase.

ARTICLE 20 CLASSIFICATION AND TREATMENT OF PART-TIME EMPLOYEES

20.01 The classification of a part-time employee is based on the employee's "part-time equivalent workweek" which shall be determined prospectively by dividing the employee's total normally scheduled hours per month by 4.35 and rounding the result to the next higher whole number. (Illustration: 68 hours per month divided by 4.35 equals 15.6, rounded to a "part-time equivalent workweek" classification of 16.)

20.02 The "part-time equivalent workweek" classification of each part time employee shall be reviewed by the Company no less often than every six (6) months on April 1 and October 1 of each year and adjusted on a prospective basis, if appropriate.

In determining whether such adjustment is appropriate the Company will consider the actual average number of hours worked per month during the preceding six (6) month period and the likelihood that such number of work hours will continue for a reasonably foreseeable period of time except that any hours worked which are paid at the overtime rate shall not be counted in computing the average number of hours worked.

20.03 Except as otherwise provided for in Section 20.04, a part-time employee shall be paid at the equivalent basic hourly rate for a comparable full-time employee working a normal daily tour in the same job title, classification, and work group. Payment to a part-time employee for hours worked in excess of an equivalent normal daily tour or workweek for a comparable full-time employee shall be at the applicable overtime rate for a comparable full-time

employee based on such part-time employee's basic hourly rate.

20.04 All hours worked by a part-time employee in Customer Service Centers, Kiosks, DM/DR (Direct Marketing/Direct Response) Centers and any equivalent retail sales or service centers operation, shall be paid at the equivalent basic hourly rate for a comparable full-time employee (excluding evening and night differential, Saturday differential, Saturday and Sunday premiums, holiday premium, or any other differentials or premiums) working a normal daily tour in the same job title, classification, and work group. Payment to such a part-time employee for hours worked in excess of an equivalent normal daily tour or workweek for a comparable full-time employee shall be at the applicable overtime rate for a comparable full-time employee based on such part-time employee's basic hourly rate.

20.05 Payments to a regular part-time employee for sickness disability, accident disability, or death benefits, vacations, holidays, anticipated disability leave, sickness absence, or termination allowance (or its equivalent) shall be pro-rated based on the relationship of the individual part-time employee's "part-time equivalent workweek" to the normal workweek of a comparable full-time employee in the same job title and work group. A part-time employee shall not be paid for time not worked on a holiday or for incidental absence due to sickness to which entitled unless such holiday or absence due to sickness occurs on a day of the week on which the employee is normally scheduled to work.

20.06 Employees who work as part-time employees shall, if otherwise eligible to participate under the terms of such plans, be eligible for coverage under the Medical Expense Plan, Dental Expense Plan, and Vision Care Plan, as follows:

- (a) Employees whose part-time equivalent workweek classification is sixteen (16) or less shall be eligible by enrollment and payment of 100% of the premiums for such coverage;
- (b) Employees whose part-time equivalent workweek classification is seventeen (17) through twenty-four (24) shall be eligible by enrollment and payment of 50% of the premiums for such coverage;
- (c) Employees whose part-time equivalent workweek classification is twenty-five (25) or more shall be eligible for such coverage on the same basis as a regular full-time employee.

Note: For the term of this Agreement, regular employees who were on the active payroll of the Company as of December 31, 1980, and who work part-time on or after January 1, 1981, without a break in term of employment, shall continue to be covered under the plans in this Section 20.06 on the same basis as a regular full-time employee regardless of classification.

20.07 All part-time employees, regardless of work location or environment, when eligible for paid and unpaid Excused Work Days in any year will be entitled to such time off based upon the ratio of any such part-time employee's equivalent work week to the normal workweek of a comparable full-time employee. The amount of such time off to which entitled is best expressed in terms of hours, i.e., a part-time employee with a classification of 15 on a comparable 40 hour tour shall be entitled to 12 paid Excused Work Day hours and 3 unpaid hours.

20.08 Excused Work Days for part-time employees normally shall only be granted on a scheduled work day and normally should cover the total hours in the scheduled work day. The excused time off paid for, however, should not exceed the number of hours the employee is scheduled to work that day, i.e., if scheduled to work 4 hours the Excused Work Day time charged and paid for on that day may not exceed 4 hours.

20.09 When the Excused Work Day hours for which an employee is entitled either totally for the year or that portion remaining after the employee has utilized a number of scheduled work days are less than the hours in any scheduled day of work they may be taken by having the employee work a partial tour and be excused and paid for the time equivalent to the remaining Excused Work Day entitlement.

ARTICLE 21

LAYOFFS

21.01 If a layoff of regular employees is made effective, it is declared that the mutual intention of the Company and the Union is to work out a practical plan for accomplishing the force reduction for each individual work group, as shown under "Occupational Titles" in Article 34 to this Agreement in each work location affected, giving first consideration to the retention of employees based on seniority of net credited service.

21.02 In case of layoffs, payments of layoff allowances in accordance with the following table shall be made to each regular employee laid off, exclusive of employees classified as temporary or occasional. This layoff allowance shall be in addition to any unused vacation allowance.

<u>Years of Net Credited Service</u>	<u>Weeks of Layoff Allowance</u>
Less than 1	1
1 but less than 2	2
2 but less than 3	3
3 but less than 4	4
4 but less than 5	5
5 but less than 6	7
6 but less than 7	9
7 but less than 8	11
8 but less than 9	13
9 but less than 10	15
10 but less than 11	18
11 but less than 12	21
12 but less than 13	24
13 but less than 14	27
14 but less than 15	30
15 but less than 16	33
16 but less than 17	36
17 but less than 18	39
18 but less than 19	42
19 but less than 20	45
20 but less than 21	48
21 but less than 22	51
22 but less than 23	54
23 but less than 24	57
24 but less than 25	60
25 but less than 26	63
26 but less than 27	66
27 but less than 28	69
28 but less than 29	72
29 but less than 30	75

21.03 If an employee who has received a layoff allowance is rehired and the number of weeks since the date of his layoff is less than the number of weeks upon which the allowance is based, less vacation if any, the amount paid to the employee for the excess number of weeks shall be considered

as an advance to him by the Company and repayment shall be through payroll deductions at the rate of 10% of the basic weekly wage until the amount is fully paid.

21.04 If, following a layoff program in a particular work group and work location, additional employees are required in that work group, the Company agrees to offer restoral or reemployment to employees or former employees who, in connection with the layoff program, were downgraded, transferred or laid off from the particular work group in order of their net credited service at the time they were downgraded, transferred or laid off, provided that (a) no impairment to qualifications of such employees or former employees is evidenced at the time such offer of restoral or reemployment is under consideration and (b) the period since the date of downgrading, transfer or layoff does not exceed three years.

ARTICLE 22

PENSION AND BENEFIT PLAN

22.01 Except as provided in this Article, there shall be no negotiations during the life of this Agreement upon changes in pensions or any other subject covered by the existing "NYNEX Pension Plan" and "Sickness and Accident Disability Benefit Plan."

22.02 In the event, during the life of this Agreement, the Company proposes to exercise the right provided in Section 8 of the existing "NYNEX Pension Plan" and "Sickness and Accident Disability Benefit Plan," by action affecting the benefits or privileges of employees represented by the Union, it will before doing so notify the Union of its proposal and afford the Union a period of sixty (60) calendar days for bargaining on said proposal; provided, however, that no change may be made in the Plan which would reduce or diminish the benefits or privileges provided thereunder as they apply to employees represented by the Union without its consent.

22.03 Any dispute involving the true intent and meaning of Section 22.02 of this Article may be submitted to the arbitration procedure of this Agreement. However, nothing herein shall be construed to subject the Plan or its administration or the terms of a proposed change in the Plan to arbitration.

ARTICLE 23 RETIREMENT WITHOUT PENSION

23.01 Any regular employee who at age 70 is retired by the Company without a pension will be given a termination allowance of one (1) week's pay for each year of net credited service or fraction thereof up to five years and two (2) weeks' pay for each year of net credited service or fraction from five years up to ten years

ARTICLE 24 REASSIGNMENT PAY PROTECTION PLAN

24.01 If, because of force surplus adjustments, employees are assigned to vacancies where the rate of pay of the new job is less than the current rate of the employee's regular job, the rate of pay will be reduced over a period of time based on the employee's length of service. The reductions in pay are effective at periods following reassignments as shown below and are based on the difference in rates for the old and new job.

0 - 5 YEARS

Weeks 1 through 30	—	No Reduction
Weeks 31 through 34	—	1/3 Reduction
Weeks 35 through 38	—	2/3 Reduction
Weeks 39 & thereafter	—	Full Reduction

5 - 12 YEARS

Weeks 1 through 56	—	No Reduction
Weeks 57 through 60	—	1/3 Reduction
Weeks 61 through 64	—	2/3 Reduction
Weeks 65 & thereafter	—	Full Reduction

12 + YEARS

First Three (3) Years*	—	No Reduction
Fourth Year Schedule:		
Weeks 1 through 4	—	No Reduction
Weeks 5 through 8	—	1/3 Reduction
Weeks 9 through 12	—	2/3 Reduction
Weeks 13 & thereafter	—	Full Reduction

- * During the three year period following the effective date of the assignment the employee shall continue to be paid while in the lower paid job, an amount equivalent to the rate of pay of the higher paid job in effect at the time of the assignment. Such employee, however, shall receive any increases in pay in amounts which are applicable for a comparable employee in the lower rated job to which assigned.

24.02 When the Company restructures or redefines existing occupational classifications, and employees in such occupational classifications are assigned rates of pay less than the rates of the employees regular occupational classifications, the employees will receive pay treatment in accordance with the Reassignment Pay Protection Plan of the collective bargaining agreement.

ARTICLE 25 INCOME PROTECTION PLAN

25.01 If during the term of this Agreement, the Company notifies the Union in writing that technological change (defined as changes in equipment or methods of operation) has or will create a surplus in any job title in any work location which will necessitate lay-offs or involuntary permanent reassignments of regular employees to different job titles involving a reduction in pay or to work locations requiring a change of residence, or if a force surplus necessitating any of the above actions exists for reasons other than technological change and the Company deems it appropriate, regular employees in the affected job titles and work locations may elect in the order of seniority, and to the extent necessary to relieve the surplus, to leave the service of the Company and receive Income Protection payments described in this Article subject to the following conditions:

- (a) The Company shall determine the job titles and work locations in which a surplus exists, the number of employees in such job titles and locations who are considered to be surplus, and the period during which the employee may, if he or she so elects, leave the service of the Company pursuant to this Article. Neither such determinations by the Company nor any other part of this Article shall be subject to arbitration.
- (b) If the Company deems it appropriate, it may offer to regular employees, in job titles in which a surplus does not exist, the opportunity to leave the service of the Company pursuant to

this Article. The job titles, job locations and the number of employees to receive the offer will be determined by the Company. Such offer to each employee shall be conditioned on the Company's obtaining a qualified replacement for that employee from the employees in surplus job titles.

Employees who accept voluntary downgrades will have their pay reduced over a period of time, as provided for in Article 24, Reassignment Pay Protection Plan. The provisions of this paragraph (b) will not be implemented by the Company unless and until regular employees in the surplus job titles and work locations have had an opportunity to elect to leave the service of the Company pursuant to paragraph (a) above. The transfer provisions of this paragraph are separate from and not governed by the transfer and vacancy provisions of this Agreement.

(c) The total number of employees who may make such election under paragraphs (a) and (b) combined shall not exceed the number of employees determined by the Company to be surplus.

(d) An employee's election to leave the service of the Company and receive Income Protection benefits must be in writing and transmitted to the Company within thirty (30) days from the date of the Company's offer in order to be effective and it may not be revoked after such thirty (30) day period.

25.02 The Company will pay Income Protection payments in amounts specified in the Income Protection tables to employees who elect to either leave the service of the Company in accordance with the provisions of Section 25.01 above, or be separated from the payroll in accordance with the provisions of Article 33, Force Adjustment Plan. Payments will be based on the employee's pension band and full years of net credited service as of the effective date of termination of employment (*prorated for any period of time during which the employee was employed on a part-time basis*).

25.03 Monthly Income Protection payments for an employee who so elects in accordance with Section 25.01 shall begin within one month after such employee has left the service of the Company as specified in the Income Protection tables. In addition to the monthly payments, if any, the Company will pay a lump sum payment in amounts specified in the tables. Such lump sum payments will be made within sixty (60) days after the employee leaves the service of the Company.

25.04 In no event shall the Income Protection payments (including any lump sum payment) exceed the equivalent of twice the employee's annual compensation at the basic weekly wage rate (or its equivalent) received during the year immediately preceding the termination of service. To the extent necessary, Income Protection payments shall be reduced so that total payments do not exceed the equivalent of twice the employee's annual compensation at the basic weekly wage rate (or its equivalent) for the year immediately preceding the termination of service.

25.05 As used in this Article, "annual compensation at the basic weekly rate (or its equivalent)" or "basic weekly wage rate (or its equivalent)" do not include tour or temporary differentials, overtime pay, or other extra payments.

25.06 Any payments to a recipient hereunder will cease permanently upon the happening of any of the following:

- (a) reemployment of the recipient by the Company;
- (b) employment of the recipient by a NYNEX affiliate or subsidiary company;
- (c) engagement by or employment of the recipient in a business or enterprise which competes directly with a NYNEX affiliate or subsidiary company.

No termination, separation, layoff or similar allowances shall be paid to any employee who elects to leave the service of the Company or be separated from the payroll and receive Income Protection payments pursuant to this Article.

25.08 Prior to proceeding to a layoff resulting from a surplus in any particular job title and layoff area the Company will offer Enhanced IPP payments, and in lieu of regular IPP payments the Company may, in its discretion, offer Enhanced IPP payments. Enhanced IPP payments shall be equal to two times the applicable regular IPP payment. Both the monthly payments and the lump sum payment shall be doubled. All other provisions of this Article shall apply to Enhanced IPP payments.

25.09 In addition to the IPP payment, for an employee who so elects to leave the service of the Company in accordance with Section 1 above, the Company, as an IPP Expense Allowance, will reimburse the employee for the actual expenses incurred for relocation costs, tuition or training costs, or job placement expenses related to seeking other employment, or any combination thereof, up to an amount not to exceed Seven Hundred Fifty Dollars (\$750.00) for each year of net credited service (prorated for any partial year of service) to a maximum of Three Thousand Seven Hundred Fifty Dollars (\$3,750.00). Any such expenses for which reimbursement will be made must be approved by the Company prior to being incurred and must be incurred within one (1) year from the date of termination of employment except that reimbursement for tuition or training costs will be made for such expenses incurred within two (2) years from the date of termination of employment.

INCOME PROTECTION TABLE

PENSION BANDS 101 - 110

Full Years of Net Credited Service	Number of Monthly Payments	Monthly Amount	Lump Sum Payment
Less than 3 years	0	0	3680
3	0	0	4890
4	0	0	6095
5	0	0	7300
6	0	0	8505
7	8	103	8885
8	12	169	8885
9	16	202	8885
10	20	223	8885
11	24	235	8885
12	30	229	8885
13	36	224	8885
14	42	221	8885
15	48	219	8885
16	48	244	8885
17	48	268	8885
18	48	294	8885
19	48	323	8885
20	48	354	8885
21	48	360	8885
22	48	366	8885
23	48	371	8885
24	48	376	8885
25	48	381	8885
26	48	386	8885
27	48	391	8885
28	48	398	8885
29	48	403	8885
30 and over	48	408	8885

INCOME PROTECTION TABLE

PENSION BANDS 111 - 117

Full Years of Net Credited Service	Number of Monthly Payments	Monthly Amount	Lump Sum Payment
Less than 3 years	0	0	4445
3	0	0	5710
4	0	0	6980
5	0	0	8250
6	4	159	8885
7	8	239	8885
8	12	264	8885
9	16	278	8885
10	20	286	8885
11	24	291	8885
12	30	276	8885
13	36	282	8885
14	42	291	8885
15	48	299	8885
16	48	344	8885
17	48	384	8885
18	48	386	8885
19	48	391	8885
20	48	396	8885
21	48	403	8885
22	48	408	8885
23	48	413	8885
24	48	418	8885
25	48	423	8885
26	48	429	8885
27	48	434	8885
28	48	440	8885
29	48	445	8885
30 and over	48	450	8885

INCOME PROTECTION TABLE

PENSION BANDS 118 and OVER

Full Years of Net Credited Service	Number of Monthly Payments	Monthly Amount	Lump Sum Payment
Less than 3 years	0	0	5080
3	0	0	6345
4	0	0	7615
5	0	0	8250
6	4	318	8885
7	8	318	8885
8	12	318	8885
9	16	318	8885
10	20	318	8885
11	24	349	8885
12	30	360	8885
13	36	368	8885
14	42	375	8885
15	48	381	8885
16	48	429	8885
17	48	434	8885
18	48	440	8885
19	48	445	8885
20	48	450	8885
21	48	455	8885
22	48	461	8885
23	48	466	8885
24	48	471	8885
25	48	476	8885
26	48	481	8885
27	48	486	8885
28	48	493	8885
29	48	498	8885
30 and over	48	503	8885

ARTICLE 26 JOB BANK

26.01 Each Company will submit vacancies to a centrally administered Job Bank. These vacancies will be published and held open for applications by employees in any other Company for the same two week period as SPVs are held open for such jobs. Each Company will first attempt to fill any vacancies from within that Company, using existing provisions and procedures, including those governed by collective bargaining agreements, if any.

26.02 Using qualifications to evaluate applicants that are in all respects identical to qualifications used to evaluate applicants from outside the Company, vacancies shall be filled in the following order: (1) surplus employees who submitted applications during the two-week period in order of net credited service, (2) other employees who submitted applications during the two-week period in order of net credited service, and (3) applicants from outside the Company.

ARTICLE 27 TRAINING AND RETRAINING PROGRAMS

General

27.01 The Company will offer, at Company expense, training and retraining programs to its employees for personal or career development and to employees being displaced to qualify for job vacancies as anticipated by the Company.

27.02 The personal or career development training and the job displacement retraining programs contemplated by this provision will be generic in nature and separate and distinguished from current job specific training instruction.

Personal or Career Development Training

27.03 Personal or Career development training programs will be designed as an educational self-development aid to assist regular employees in their personal development or preparing themselves for career progression opportunities or job changes within the Company.

27.04 Training under such program will be generic in nature as opposed to job specific and will cover:

- (a) Technical skills (basic electronics, transmission theory, computer concepts, electronic logic, fiber optics, etc.)
- (b) Sales skills (interpersonal relationships, oral communications, effective writing, marketing concepts, sales techniques, etc.)
- (c) Clerical skills (typing, VDT operation, data entry, computer literacy and operation, etc.)
- (d) Other fundamental skills (basic mathematics, skillful reading, vocabulary development, grammar and usage, etc.)

27.05 The Company will provide a sufficient number of Training/Retraining Manuals for use by employees who participate in the program. Manuals will include:

- (a) A basic explanation of qualifying tests (how to prepare for, typical contents, sample questions, etc.)
- (b) Home study and developmental study program outlines.
- (c) List of approved courses and facilities offering such courses.
- (d) Educational counseling availability.

27.06 Any regular employee with at least one (1) year of net credited service will be eligible to participate in such training program under the terms of such program.

27.07 Participation by employees in the Personal or Career development training program will be voluntary, and time spent by employees in such training will be outside scheduled working hours and not paid or considered as time worked for any purpose.

27.08 Successful completion by an employee of any training or courses offered pursuant to such program will be taken into account by the Company when considering the employee for an upgrade or transfer.

Job Displacement Training

27.09 Job Displacement training programs will be designed and will be offered to regular employees whose jobs are being displaced or whose jobs are being restructured to a wage schedule with a lower maximum wage rate in order to enhance the ability of such employees to qualify for anticipated non-management job vacancies within the Company.

27.10 Participation in the Job Displacement training program will be voluntary. The program will consist of three parts:

- (a) Skills and Interests Inventory. A means of identifying employee's skills and interests. Employees will complete and submit a skills and interests inventory form to the Company. The inventory will be evaluated and, where appropriate, enhancement training will be recommended.
- (b) Enhancement Training. Generic training (mathematics, English, reading comprehension, basic electricity/ electronics, typing, computer concepts, etc.) intended to strengthen employees' skills so as to enhance their ability to qualify for anticipated non-management job openings within the Company. Employees will be advised of approved courses, including home study courses and approved training facilities. Time spent by employees in such training will be outside of scheduled working hours and not paid or considered as time worked for any purpose unless the Company determines it appropriate in specific instances to permit the employees to receive such training during working hours.
- (c) Job Displacement Training Seminar. Those employees who participate in the Skills and Interests Inventory will be given the opportunity to attend a seminar. Time spent by employees at the seminar will be during scheduled working hours. The Seminar will generally include one or more of the following:
 - 1) Job exhibits which will provide information and basic requirements, including physical requirements, for anticipated job vacancies within the Company.
 - 2) An overview of the various procedures available to employees who wish to apply for job vacancies.

- 3) A basic explanation of qualifying tests (how to prepare for, typical contents, sample questions, etc.)
- 4) Home study and developmental study program outlines.
- 5) List of approved courses and facilities offering such courses.
- 6) An overview of additional educational self development opportunities available to employees, through technical school and community college programs, etc.
- 7) When the Company determines it appropriate, field visits and/or follow up individual or group counseling.

Training Advisory Board

27.11 There will be a Training Advisory Board which will consist of three (3) Union representatives and three (3) Management representatives (one of whom will be the person in the Company responsible for training) who will meet periodically and have responsibility for:

- (a) Furnishing advice to the Company on personal or career development and job displacement training courses and curricula;
- (b) Reviewing and making recommendations regarding training delivery systems (e.g., technical schools, community colleges, home study and developmental study programs, etc.) available to be used by the Company;
- (c) Evaluating the effectiveness of such training programs and courses and the delivery systems utilized;
- (d) Encouraging employees to participate in and successfully complete the available training courses.

27.12 The Union and the Company will each be responsible for the respective costs and expenses of their representatives' participation on the Training Advisory Board and will share equally in the joint costs and

expenses incurred by the Board.

Conclusion

27.13 Personal or Career development training programs, Training/Retraining Manuals and Job Displacement training programs offered under the provisions of this Article may be revised at the sole discretion of the Company.

27.14 Nothing in these programs will supersede the applicable promotion or transfer provisions of this Agreement.

ARTICLE 28 SAFETY

28.01 Safety is a concern to the Company and the Union. They mutually recognize the need for a work environment in which safety operations can be achieved in accomplishing all phases of work, and the need to promote better understanding and acceptance of the principles of safety on the part of all employees to provide for their own safety and that of their fellow employees, customers and the general public.

28.02 To achieve the above principles, the Company and the Union agree to establish an advisory committee on safety principles and ergonomic issues at the Company headquarters level. The Committee shall consist of a total of six (6) members, three (3) representatives from the Company and three (3) representatives from the Union. The Committee shall meet from time to time as required but at least three (3) times per year. In addition NYNEX and the Union shall confer as needed on safety principles and ergonomic issues.

28.03 In connection with any safety activities, the Company agrees to reimburse only for the time spent by active employees during the employee's scheduled tour for attendance at such committee meetings and for traveling to and from such committee meetings, at his or her regular straight time rate of pay.

ARTICLE 29 MOTOR VEHICLE USAGE PROGRAM

29.01 A Motor Vehicle Usage Program will be established to provide, in those administrative work units where implemented, that employees who participate will be assigned a motor vehicle for use in their work and for traveling between their work locations and places of residence or other designated places for the vehicle storage.

29.02 The Motor Vehicle Usage Program will be implemented only within administrative work units where some or all of the employees normally use a Company-provided motor vehicle in order to perform their work. The decision to implement the program within any such administrative work unit will be within management's discretion.

29.03 When the Motor Vehicle Usage Program is introduced within an administrative work unit all employees within that unit who

normally use a Company-provided motor vehicle in the performance of their work assignment will be eligible to participate. Participation by any such employees will be on a voluntary basis. If an employee elects not to participate, management will determine where the motor vehicle assigned to that employee is to be stored and that location will become the employee's work reporting location.

29.04 Employees who participate in the program will be expected to provide normally secure and legal storage for the vehicle at their places of residence. If the vehicle cannot be properly stored at an employee's place of residence, the Company may arrange for appropriate storage at its expense.

29.05 Operating and maintenance costs will be at the Company's expense. The Company will make arrangements for maintenance of the vehicle; however, it will be the responsibility of the employee to whom the vehicle is assigned to assure that the vehicle is properly maintained.

29.06 For employees who participate in the Motor Vehicle Usage Program, a work reporting area will be established on a local basis before implementation. Such work reporting area will be designed so as to serve the interests of the customer, reasonably accommodate the employee, and be satisfactory to management and the Union. The work reporting area normally will be a circular geographic area. In large congested metropolitan locations or where natural barriers render a circular work reporting area impractical, other suitable parameters will be established.

29.07 Each participating employee will be expected to begin and end the work tour at any assigned location within the established work reporting area. Prior to implementation of the program, the Company and Union will determine a method of compensation for employees who begin or end a work tour outside an established work reporting area.

ARTICLE 30 BULLETIN BOARDS

30.01 The Company agrees that the Union may have the privilege of using locked Bulletin Boards, at locations designated by the Company, except in public offices, for the posting of notices related to Union meetings, social events, election procedure or other factual information.

30.02 All other material shall be subject to the following conditions before posting:

(a) That it be signed by the Business Manager or other authorized representative of the Union.

(b) That it be accepted as satisfactory by Management.

30.03 Any material posted under the terms of this Article shall not contain anything political or controversial or anything derogatory to the Company or any of its employees or to any labor organization, and all material may be removed at the discretion of the Company which shall retain keys to the Bulletin Boards.

30.04 The Union shall pay the cost of purchasing the locked Bulletin Boards. The Company and the Union shall share equally the cost of installing and maintaining them.

ARTICLE 31 EMPLOYEES IN MILITARY SERVICE OR ACTIVE DUTY FOR TRAINING

31.01 A regular employee who enters the Armed Forces of the United States for active military service shall be granted a military service leave of absence for the period of his necessary absence. Voluntary extension of military service beyond four years shall not be construed as necessary absence. A regular employee who is a member of a reserve component or the organized militia of the state and enters upon active training duty for which he will receive compensation from the government will be granted a training duty leave of absence for the period of his absence to participate in such training.

The term "Armed Forces" as used herein shall be as defined in Section 16 of the Universal Military Training and Service Act.

31.02 An employee, either on a military service leave of absence or a training duty leave of absence and who has reemployment rights under the law and who makes application for reinstatement within the period

provided in the law, will receive upon reinstatement, full service credit for the period of absence for military service or training duty.

31.03 A military service leave of absence and a training duty leave of absence will be with eligibility to death benefits and with eligibility to sickness disability benefits at the termination of the leave if the employee is then disabled but is otherwise entitled to reinstatement all in accordance with the terms of the Benefit Plan.

In death cases occurring during a military service leave of absence or training duty leave of absence, sickness death benefits, where payable, shall be based upon the term of net credited service at the time the leave was granted, plus the elapsed time of military service leave of absence or training duty leave of absence to the date of death, and shall be computed at the rate of the Company pay which the employee was receiving at the time the leave began.

Sickness disability benefits, where payable, shall be based upon the net credited service at the time the leave was granted plus the elapsed time on either a military service leave of absence or training duty leave of absence to the termination of such leave and shall be computed on the basis of Company pay, in effect at the time of the employee's reinstatement.

31.04 An employee on a military service leave of absence shall receive payments from the Company during the period indicated below, or the period of military service, whichever is shorter.

An employee whose net credited service at the beginning of his leave is

- (a) Over one (1) year payment for three (3) months.
- (b) One (1) year or less payments for two (2) weeks.

Such payments will be at a rate equal to the amount by which the employee's total Company pay at the beginning of the leave exceeds his total government pay.

Upon completion of the payments provided in this Section 31.04, an employee who at the beginning of his leave had, and continues to have, a wife or dependent child or children under eighteen (18) years of age shall receive payments for a further period of three (3) months or the remainder of his leave

for military service, whichever is shorter, at a rate equal to the amount by which his total Company pay at the beginning of his leave exceeds his total government pay.

Government pay for the purpose of this Article will include basic pay, pay for special or hazardous duty, and for an employee with dependents, the difference between his quarter's allowance and the quarter's allowance established for a member of the Armed Forces of equal rank without dependents.

31.05 An employee on a training duty leave of absence will be allowed pay for only the time spent on such training duty but not to exceed the first thirteen (13) scheduled working days of such absence in any calendar year caused by a tour or tours starting in that year. Payment will be at a rate equal to the amount by which the employee's total Company pay at the beginning of the leave exceeds his total governmental pay. Government pay herein shall be as defined in Section 31.04. However, in computing government pay under this Section 31.05, the Company shall count only that portion of the total government weekly pay attributable to five (5) work days in each week for which the employee received government pay while on training duty leave of absence.

31.06 A regular employee who is a member of a reserve component or the organized militia of the state and who is ordered out for emergency service will receive a training duty leave of absence for the period of his necessary absence on account of such emergency service and will receive the pay treatment as provided in Section 31.05. However, if the period of emergency service should exceed thirteen (13) scheduled working days in duration, the pay treatment, if any, for such excess period shall be determined by the Company in view of the circumstances under which the services are rendered.

The time spent in emergency service will not affect the employee's eligibility for treatment with respect to training duty outlined in Section 31.05.

31.07 An employee who is granted a leave of absence as provided herein will receive, if appropriate, at or before the beginning of the leave a payment equivalent to the vacation pay for any unused portion of his vacation for the current year.

31.08 An employee who receives a notice to report to the Armed Forces, for active service or training duty, shall immediately present such notice to his supervisor.

WAGES

Basic Wages

32.01 The basic weekly wage rates are set forth in Article 34 of this Agreement. These basic weekly wage rates shall be effective per the Memorandum of Understanding dated August 20, 2000.

The schedule of wage increases for the term of this Agreement shall be as follows:

Effective Date	Percentage Increase	Applied to:
Sunday, 8/6/00	4%	all steps of the basic wage schedules
Sunday, 8/5/01	3%	all steps of the basic wage schedules
Sunday, 8/4/02	5%	all steps of the basic wage schedules

Progression Increases

32.02 It is agreed that such wage progression increases may be deferred or withheld in individual cases, subject to the provisions of Section 32.03 of this Article, if, in the judgment of the Company, the employee does not merit the increase.

32.03 In the event that any employee claims that a wage progression within the established wage schedule higher than his current wage, has been improperly withheld from him, such claims shall first be reviewed in accordance with Article 16, Grievance Procedure. If not satisfactorily disposed of on such review, the matter may then be further reviewed in accordance with Article 17, Arbitration, subject to the following:

1. A written complaint shall be filed by the Union with the Company.
2. Each complaint shall be limited to one single step in wage progression and the latest act of the Company in withholding a step in wage progression but no employee shall be entitled to any further review, as herein provided, in intervals of less than three months or more than three times within the interval in months specific in Article 24 for the employee's advance to the next higher step in wage progression.

3. In the event that the withholding of the wage progression is not sustained, the employee shall be granted the wage progression effective immediately, and shall be paid the difference between the amount of wages he received and the amount he would have received if the increase has been granted at the time specified under the wage progression schedule but in no event shall such difference be computed upon a period beginning more than ninety (90) days prior to the date of the actual filing of the written complaint pursuant to Paragraph 1 above.

32.04 The 2000 Memorandum of Understanding between the parties provides in part for cost-of-living allowance in substance as follows:

1. Effective August 4, 2002, an adjustment will be made in basic weekly rates in each wage schedule in accordance with the following: The amount of the adjustment shall be .75% of the scheduled rates in effect on August 3, 2002, rounded to the nearest 50 cents, for each full or partial percent increase above 9.0% in the "CPI-W" (1982-84 = 100) for May 2002 over May 2000.
2. In no event shall a decrease in the CPI-W result in a reduction of any basic weekly wage rate.
3. In the event the Bureau of Labor Statistics does not issue the appropriate Consumer Price Indexes on or before the dates referred to in Paragraph 1, the cost-of-living adjustment required by such appropriate indexes shall be effective at the beginning of the first payroll week after receipt of the indexes.
4. No adjustment, retroactive or otherwise, shall be made as the result of any revision which may later be made in the first published figures for the CPI-W for May 2000 and May 2002.
5. The cost-of-living adjustment is dependent upon the availability of the CPI-W in its present form and calculated on the same basis as the CPI-W for May 2000. In the event the Bureau of Labor Statistics changes the form or the basis of calculating the CPI-W, the Company and the Union agree to request the Bureau to make available, for the life of this agreement, a CPI-W in its present form and calculate it on the same basis as the CPI-W for May 2000, which was 168.0 (1982-84 = 100).

ARTICLE 33 FORCE ADJUSTMENT PLAN

A surplus condition may be declared by the Company in an occupational classification and Force Adjustment Area. The Company shall notify the Union in writing of any declared surplus condition and shall provide the Union with the occupational classification and Force Adjustment Area affected, together with the names, titles, net credited service dates, and work locations of all employees in the affected occupational classification. If the surplus condition is confined to a particular Involuntary Transfer Area, the Company shall so advise the Union. The Company shall also notify the Union in writing whether the surplus condition is caused by Process Change or by an External Event as those terms are defined in the letter of agreement dated April 3, 1994. If the surplus condition is caused by Process Change, the provisions of paragraphs 33.08 (b) and 33.10 shall not be implemented. If the surplus is caused by an External Event, the Company may implement paragraphs 33.08 (b) and 33.10. Thereafter, the Company shall take the following steps, in the order indicated below, in each case to the extent necessary to eliminate the surplus condition.

33.01 The Company shall offer to regular employees in the surplus occupational classification and Force Adjustment Area (as defined in paragraph 33.11 of this Article) the opportunity to fill vacancies in jobs in any Company bargaining unit, having the same or a lower basic weekly wage rate, within any Force Adjustment Area that encompasses the location of their present job. Employees will have seven days to volunteer for such vacancies. Volunteers who are qualified, test qualified, or become test qualified during the seven day period will be accepted in order of their net credited service to the extent necessary to eliminate the surplus condition. In addition, such surplus employees will, for the duration of the Force Adjustment Plan process, be given priority consideration for vacancies they apply for in accordance with the NYNEX Job Bank provisions.

33.02 (Deleted)

33.03

- (a) If the implementation of the above steps does not relieve the surplus, the Company shall offer to regular employees in the surplus occupational classification within the Force Adjustment Area in which the surplus has been declared the opportunity to leave the service of the Company and receive Income Protection payments in amounts set forth in the

collective bargaining agreement, unless the surplus condition is confined to a particular Involuntary Transfer Area, in which case such opportunity will be offered only to such employees within such area. Volunteers will be accepted in order of their net credited service to the extent necessary to eliminate the surplus condition.

- (b) An employee's election to leave the service of the Company and receive Income Protection payments must be in writing and transmitted to the Company within fifteen (15) days from the date of the Company's offer in order to be effective and it may not be revoked after such fifteen (15) day period.

33.04 (Deleted)

33.05

- (a) If the implementation of the above steps does not eliminate the surplus condition, the Company shall offer to regular employees in non-surplus occupational classifications the opportunity to leave the service of the Company and receive Income Protection payments in amounts set forth in the collective bargaining agreement. The occupational classifications, work locations and number of employees to receive the offer will be determined by the Company after taking into consideration input from the Employee Placement Team. Such offer to each employee shall be conditioned on the Company's obtaining a qualified voluntary replacement from surplus employees in the surplus occupational classification within the Force Adjustment Area. If the Company cannot obtain a qualified replacement for an employee outside the Force Adjustment Area or in a non-surplus occupational classification, it will seek a replacement who is test qualified, and failing that, one who becomes test qualified by the end of the election period. Volunteers will be accepted in order of their net credited service to the extent necessary to eliminate the surplus condition.
- (b) An employee's election to leave the service of the Company and receive Income Protection payments must be in writing and transmitted to the Company within fifteen (15) days from the date of the Company's offer in order to be effective and it may

not be revoked after such fifteen (15) day period

- (c) The Company may, at its option, offer Income Protection payments under paragraphs 33.03 (a) and (b) and 33.05(a) and (b), above, simultaneously. If it does, it shall first accept volunteers from within the surplus occupational classification and Force Adjustment Area to the extent necessary to eliminate the surplus condition.

33.06. If the implementation of the above steps does not eliminate the surplus condition, the Company shall offer job sharing to regular employees in the surplus title and Force Adjustment Area in accordance with the following:

- a) The Company will seek volunteers among the regular full-time employees in the surplus occupational classification (job title) and Force Adjustment Area to engage in job sharing. Volunteers will be selected in order of net credited service and to the extent necessary to eliminate the surplus.
- b) An employee may participate in job sharing if he or she is available to work on a weekly basis at least 40% of the number of hours that constitute a normal scheduled work week for a regular full-time employee.
- c) If an employee participates in job sharing by working a scheduled work week equivalent to at least 40% of the hours of a regular full-time employee, he or she shall
 - (i) receive credit for years of service for pension benefit purposes as if he or she was a full-time employee;
 - (ii) be considered a full-time employee for purposes of medical, dental and vision benefits and layoff; and

(iii) receive wages and all other benefits on a pro-rated basis.

- d) When the Company declares a vacancy in an occupational classification (job title) and Force Adjustment Area in which (i) employees are job sharing and (ii) there is no declared surplus pursuant to this Article, the Employee Placement Team will determine the number of employees that will cease job sharing and return to full-time status.

33.07

- (a) If the implementation of the above steps does not eliminate the surplus condition, the Company shall establish a list of jobs ("job list") comprised of all job openings that would exist if the Company
- (1) terminated all temporary and occasional employees (except that the Company is not required to terminate temporary employees who in the Company's judgment have less than 2 months remaining in their term of employment, provided that these employees shall be terminated within two months unless the parties agree otherwise); and
 - (2) eliminated the contracting out of all traditional telephone work within the occupational classification and Force Adjustment Area in which the surplus condition exists and which the Company is equipped to perform.
- (b) The Company shall offer the opportunity to volunteer for the openings on the job list to all employees who are in the surplus occupational classification within the Force Adjustment Area in which the surplus condition exists. Employees shall have seven days to volunteer, and may volunteer for as many openings on the job list as they choose.
- (c) Volunteers will be assigned by seniority to an opening for which they have volunteered and are qualified, test qualified,

or become test qualified within the seven day period, and, in the case of an opening to be created by the elimination of contracting out, for which they are already trained or can be trained within a limited training period not to exceed one month.

- (d) The Company, to the extent necessary to eliminate the surplus condition, shall terminate temporary employees as provided in paragraph 33.07 (a) (1) and eliminate contracting out as provided in paragraph 33.07 (a) (2) to provide the job openings to be filled by volunteers as provided in paragraph 33.07 (c).

33.08

- (a) If the implementation of the above steps does not eliminate a surplus condition resulting from Process Change, the Company will transfer employees in the surplus occupational classification and Force Adjustment Area, in inverse order of their net credited service and to the extent necessary to eliminate the surplus condition, to jobs within their Involuntary Transfer Area and the provisions of paragraphs 33.08 (b) and 33.10 shall not be implemented.
- (b) If the implementation of the above steps does not eliminate a surplus condition resulting from an External Event, the Company shall transfer employees in the surplus occupational classification and Force Adjustment Area, in inverse order of their net credited service and to the extent necessary to eliminate the surplus condition, to vacancies in any Company bargaining unit, for which they are qualified, test qualified, or become test qualified within seven days, first within the employees' Involuntary Transfer Area (as set forth in paragraph 33.12), and then, if the surplus condition has not been eliminated, outside the employees' Involuntary Transfer Area.
- (c) Any such employee who is to be transferred as provided in

33.08 (a) or (b), may elect to terminate his employment prior to such transfer pursuant to the following:

- (1) If any employee elects not to accept such transfer, the Company shall offer to such regular employees Income Protection payments as provided for in amounts set forth in the collective bargaining agreement for a period of seven days. An employee's election to leave the service of the Company and receive Income Protection Payments must be in writing and transmitted to the Company within that seven (7) day period and it may not be revoked after that period. Such employees who elect to accept the Income Protection Payments shall terminate their service and leave the payroll of the Company at the close of that seven (7) day period. All employees who volunteer during such period will be accepted.

- (2) (Deleted)

33.09 For purposes of this Article, the wages of any employees who are transferred, voluntarily or involuntarily, to jobs having lower basic weekly wage rates shall be green circled, that is, they will receive the wage rate applicable to their previous jobs, together with any negotiated wage increases, until the expiration of the agreement.

33.10 If the implementation of the above steps does not eliminate the surplus, and if at least 45 days has elapsed from the notification of a surplus condition pursuant to this Article, the Company shall lay off employees in the occupational classifications, layoff areas, and order provided for in the layoff provisions of this Agreement.

33.11 For purposes of this Article, the following Force Adjustment Areas are established:

- (1) Western Area
- (2) Central Area
- (3) Northeast Area
- (4) Mid-State (excluding the Counties of Westchester, Rockland and Putnam, and parts of Dutchess (including Patterson, N.Y.) and Orange (including Greenwood Lake, Tuxedo and West Point) Counties and Greenwich, Connecticut.

33.12 For purposes of this Article, the following Involuntary Transfer Areas are established:

- (1) Mid-State Area
- (2) Capital Area
- (3) Northern Area
- (4) North Central Area
- (5) Mid-Central Area
- (6) South Central Area
- (7) Western Area

33.13 If the Company notifies the Union, pursuant to this Article, of a surplus condition caused by an External Event, either party may, within 14 days of such notice, initiate discussions regarding possible mandatory job sharing, mandatory furloughs, transitional leaves of absence, and other possible means of avoiding layoffs if the steps of this fail to eliminate the surplus. Such discussions must be completed within 30 days of the date of their initiation.

ARTICLE 34 WAGE PRACTICES, OCCUPATIONAL TITLES AND SCHEDULES

Application of Wage Progression Tables

34.01 No full-time employee shall be employed at a rate less than the lowest rate shown on the Wage Progression Table for the occupation to which the employee is assigned.

34.02 However, employees may be engaged at rates above the lowest rates shown on the Wage Progression Tables for the occupation to which they are assigned.

34.03 When an employee has continuous absence in excess of thirty (30) days, the interval to the employee's next increase shall be lengthened by that part of the absence in excess of thirty (30) days.

34.04 In cases of promotions or demotions, if an employee's rate after the change is not a rate which appears on the proposed schedule for the new occupation, the employee's rate shall be adjusted to a schedule rate at the next wage schedule step or the step following thereafter by means of a proportionally smaller increase in a proportionally smaller interval.

34.05 Effective April 3, 1994, the following new occupational titles (job titles) and consolidations are established:

**A. CLERICAL JOBS
OFFICE ASSISTANT**

Formerly: Customer Clerk
General Clerk
Key Clerk
Office Clerical Assistant
Office Service Clerk
Record Clerk
Service Order Typist
Statistical Clerk
Stenographer

ADMINISTRATIVE ASSISTANT

Formerly: Administrative Clerk
Counting Clerk
Public Telephone Clerk
Special Clerk
Teller

SENIOR ADMINISTRATIVE ASSISTANT

Formerly: Order Reviewer

SPECIAL ASSISTANT

Formerly: Order Writer

B. WAGE RATES AND PENSION BANDS

Weekly Basic Wage Rates for New & Existing Job Titles

1. The maximum weekly basic wage rates and pension bands for the job titles described in this section are set forth below.
2. The wage progression tables for the job titles described in this section are set forth in 34.07 of this Article. Employees will move to the step of the new progression table from the equivalent step of the progression table for their previous title.

CALCULATION OF PENSION

The dollar amount for the appropriate pension band, according to the time of retirement during the contract period, is multiplied by the employee's years and months of service. When multiplied further by 12, the calculated monthly total results in the annual pension benefit amount.

MONTHLY BENEFIT TABLE FOR RETIREMENT

Pension Band Number	Effective 07/01/00 Monthly Benefit	Effective 07/01/01 Monthly Benefit	Effective 07/01/02 Monthly Benefit	Effective 07/01/03 Monthly Benefit
101	\$29.98	\$31.48	\$33.05	\$34.37
102	31.25	32.81	34.45	35.83
103	32.55	34.18	35.89	37.33
104	33.79	35.48	37.25	38.74
105	35.05	36.80	38.64	40.19
106	36.31	38.13	40.04	41.64
107	37.61	39.49	41.46	43.12
108	38.88	40.82	42.86	44.57
109	40.15	42.16	44.27	46.04
110	41.39	43.46	45.63	47.46
111	42.67	44.80	47.04	48.92
112	43.94	46.14	48.45	50.39
113	45.20	47.46	49.83	51.82
114	46.46	48.78	51.22	53.27
115	47.71	50.10	52.61	54.71
116	49.00	51.45	54.02	56.18
117	50.26	52.77	55.41	57.63
118	51.52	54.10	56.81	59.08
119	52.79	55.43	58.20	60.53
120	54.06	56.76	59.60	61.98
121	55.30	58.07	60.97	63.41
122	56.59	59.42	62.39	64.89
123	57.85	60.74	63.78	66.33
124	59.10	62.06	65.16	67.77
125	60.38	63.40	66.57	69.23
126	61.64	64.72	67.96	70.68
127	62.92	66.07	69.37	72.14
128	64.18	67.39	70.76	73.59
129	65.44	68.71	72.15	75.04
130	66.70	70.04	73.54	76.48
131	68.00	71.40	74.97	77.97
132	69.24	72.70	76.34	79.39
133	70.51	74.04	77.74	80.85
134	71.78	75.37	79.14	82.31
135	73.01	76.66	80.49	83.71

**IBEW 2213
UPSTATE COMMERCIAL
EFFECTIVE AUGUST 6, 2000
WAGES**

4% Wage Increase applied to all steps that were in effect on August 8, 1999

34.06 OCCUPATIONAL TITLE/MAXIMUM WAGES/PENSION BANDS**EFFECTIVE AUGUST 6, 2000**

	MAX WAGE	PENSION BAND
Administrative Assistant	\$751.00	108
Coin Telephone Collector	901.50	114
Driver	872.50	113
Office Assistant	727.50	107
Representative	923.50	115
Senior Administrative Assistant	793.00	110
Special Assistant	816.00	111
Service Evacuator	893.00	114
Public Communications Specialist	1099.00	122
Special Representative	1099.00	122
Health Care Coordinator	1102.50	123

The pension benefit for retiring employees depends upon the length of service and the pensionband assigned to the employee's occupation. The above listing shows the pension band for each occupation in the bargaining unit.

TABLE 1

EFFECTIVE AUGUST 6, 2000

OFFICE ASSISTANT

INTERVAL IN MONTHS (CUM.)	AAA
START	\$247.00
6 (6)	283.00
6 (12)	323.50
6 (18)	370.00
6 (24)	424.00
6 (30)	485.00
6 (36)	555.50
6 (42)	635.50
MAX (48)	727.50
PENSION BAND	107

TABLE 2

EFFECTIVE AUGUST 6, 2000

REPRESENTATIVE

INTERVAL IN MONTHS (CUM.)	AAA
START	\$274.50
6 (6)	320.00
6 (12)	372.50
6 (18)	432.50
6 (24)	503.50
6 (30)	586.00
6 (36)	681.50
6 (42)	794.00
MAX (48)	923.50
PENSION BAND	115

TABLE 3**EFFECTIVE AUGUST 6, 2000****SERVICE EVALUATOR**

INTERVAL IN MONTHS (CUM.)	AAA
START	\$271.50
6 (6)	315.00
6 (12)	365.50
6 (18)	424.50
6 (24)	492.50
6 (30)	571.50
6 (36)	663.00
6 (42)	769.50
MAX (48)	893.00
PENSION BAND	114

TABLE 4

EFFECTIVE AUGUST 6, 2000

ADMINISTRATIVE ASSISTANT

INTERVAL IN MONTHS (CUM.)	AAA
START	\$247.50
6 (6)	284.50
6 (12)	326.50
6 (18)	375.50
6 (24)	431.00
6 (30)	495.00
6 (36)	569.00
6 (42)	653.50
MAX (48)	751.00
PENSION BAND	108

TABLE 5

EFFECTIVE AUGUST 6, 2000

COIN TELEPHONE COLLECTOR

INTERVAL IN MONTHS (CUM.)	AAA
START	\$290.50
6 (6)	335.00
6 (12)	386.00
6 (18)	444.50
6 (24)	512.00
6 (30)	589.50
6 (36)	679.50
6 (42)	782.50
MAX (48)	901.50
PENSION BAND	114

TABLE 6

EFFECTIVE AUGUST 6, 2000

SENIOR ADMINISTRATIVE ASSISTANT

INTERVAL IN MONTHS (CUM.)	AAA
START	\$250.00
6 (6)	289.00
6 (12)	334.00
6 (18)	385.50
6 (24)	445.00
6 (30)	514.50
6 (36)	594.50
6 (42)	686.50
MAX (48)	793.00
PENSION BAND	110

TABLE 7

EFFECTIVE AUGUST 6, 2000

SPECIAL ASSISTANT

INTERVAL IN MONTHS (CUM.)	AAA
START	\$250.00
6 (6)	290.00
6 (12)	336.00
6 (18)	389.50
6 (24)	452.00
6 (30)	523.50
6 (36)	607.00
6 (42)	703.50
MAX (48)	816.00
PENSION BAND	111

TABLE 8

EFFECTIVE AUGUST 6, 2000

PUBLIC COMMUNICATIONS
SPECIALIST
SPECIAL REPRESENTATIVE

INTERVAL IN MONTHS (CUM.)	AAA
START	\$287.50
6 (6)	328.50
6 (12)	376.00
6 (18)	430.00
6 (24)	491.50
6 (30)	562.00
6 (36)	642.50
6 (42)	735.00
6 (48)	840.50
6 (54)	961.00
MAX (60)	1,099.00
PENSION BAND	122

TABLE 9

EFFECTIVE AUGUST 6, 2000

DRIVER

INTERVAL IN MONTHS (CUM.)	AAA
START	\$270.50
6 (6)	313.00
6 (12)	362.50
6 (18)	419.50
6 (24)	485.50
6 (30)	562.00
6 (36)	651.00
6 (42)	753.50
MAX (48)	872.50
PENSION BAND	113

TABLE 10

EFFECTIVE AUGUST 6, 2000

HEALTH CARE COORDINATOR

INTERVAL IN MONTHS (CUM.)	AAA
START	\$288.50
6 (6)	330.00
6 (12)	377.50
6 (18)	431.50
6 (24)	493.50
6 (30)	564.00
6 (36)	645.00
6 (42)	737.50
6 (48)	843.50
6 (54)	964.00
MAX (60)	1,102.50
PENSION BAND	123

**IBEW 2213
UPSTATE COMMERCIAL
EFFECTIVE AUGUST 5, 2001
WAGES**

3% Wage Increase applied to all steps that were in effect on August 6, 2000

Does not include cost of living allowance provisions of this contract

34.06 OCCUPATIONAL TITLE/MAXIMUM WAGES/PENSION BANDS**EFFECTIVE AUGUST 5, 2001**

	MAX WAGE	PENSION BAND
Administrative Assistant	\$773.50	108
Coin Telephone Collector	928.50	114
Driver	898.50	113
Office Assistant	749.50	107
Representative	951.00	115
Senior Administrative Assistant	817.00	110
Special Assistant	840.50	111
Service Evacuator	920.00	114
Public Communications Specialist	1,132.00	122
Special Representative	1,132.00	122
Health Care Coordinator	1,135.50	123

The pension benefit for retiring employees depends upon the length of service and the pensionband assigned to the employee's occupation. The above listing shows the pension band for each occupation in the bargaining unit.

TABLE 1

EFFECTIVE AUGUST 5, 2001

OFFICE ASSISTANT

INTERVAL IN MONTHS (CUM.)	AAA
START	\$254.50
6 (6)	291.50
6 (12)	333.00
6 (18)	381.00
6 (24)	436.50
6 (30)	499.50
6 (36)	572.00
6 (42)	654.50
MAX (48)	749.50
PENSION BAND	107

TABLE 2

EFFECTIVE AUGUST 5, 2001

REPRESENTATIVE

INTERVAL IN MONTHS (CUM.)	AAA
START	\$282.50
6 (6)	329.50
6 (12)	383.50
6 (18)	445.50
6 (24)	518.50
6 (30)	603.50
6 (36)	702.00
6 (42)	818.00
MAX (48)	951.00
PENSION BAND	115

TABLE 3**EFFECTIVE AUGUST 5, 2001****SERVICE EVALUATOR**

INTERVAL IN MONTHS (CUM.)	AAA
START	\$279.50
6 (6)	324.50
6 (12)	376.50
6 (18)	437.00
6 (24)	507.50
6 (30)	588.50
6 (36)	683.00
6 (42)	792.50
MAX (48)	920.00
PENSION BAND	114

TABLE 4

EFFECTIVE AUGUST 5, 2001

ADMINISTRATIVE ASSISTANT

INTERVAL IN MONTHS (CUM.)	AAA
START	\$255.00
6 (6)	293.00
6 (12)	336.50
6 (18)	387.00
6 (24)	444.00
6 (30)	510.00
6 (36)	586.00
6 (42)	673.00
MAX (48)	773.50
PENSION BAND	108

TABLE 5

EFFECTIVE AUGUST 5, 2001

COIN TELEPHONE COLLECTOR

INTERVAL IN MONTHS (CUM.)	AAA
START	\$299.00
6 (6)	345.00
6 (12)	397.50
6 (18)	458.00
6 (24)	527.50
6 (30)	607.00
6 (36)	700.00
6 (42)	806.00
MAX (48)	928.50
PENSION BAND	114

TABLE 6

EFFECTIVE AUGUST 5, 2001

SENIOR ADMINISTRATIVE ASSISTANT

INTERVAL IN MONTHS (CUM.)	AAA
START	\$257.50
6 (6)	297.50
6 (12)	344.00
6 (18)	397.00
6 (24)	458.50
6 (30)	530.00
6 (36)	612.50
6 (42)	707.00
MAX (48)	817.00
PENSION BAND	110

TABLE 7

EFFECTIVE AUGUST 5, 2001

SPECIAL ASSISTANT

INTERVAL IN MONTHS (CUM.)	AAA
START	\$257.50
6 (6)	298.50
6 (12)	346.00
6 (18)	401.00
6 (24)	465.50
6 (30)	539.00
6 (36)	625.00
6 (42)	724.50
MAX (48)	840.50
PENSION BAND	111

TABLE 8

EFFECTIVE AUGUST 5, 2001

PUBLIC COMMUNICATIONS
SPECIALIST
SPECIAL REPRESENTATIVE

INTERVAL IN MONTHS (CUM.)	AAA
START	\$296.00
6 (6)	338.50
6 (12)	387.50
6 (18)	443.00
6 (24)	506.00
6 (30)	579.00
6 (36)	662.00
6 (42)	757.00
6 (48)	865.50
6 (54)	990.00
MAX (60)	1,132.00
PENSION BAND	122

TABLE 9

EFFECTIVE AUGUST 5, 2001

DRIVER

INTERVAL IN MONTHS (CUM.)	AAA
START	\$278.50
6 (6)	322.50
6 (12)	373.50
6 (18)	432.00
6 (24)	500.00
6 (30)	579.00
6 (36)	670.50
6 (42)	776.00
MAX (48)	898.50
PENSION BAND	113

TABLE 10

EFFECTIVE AUGUST 5, 2001

HEALTH CARE COORDINATOR

INTERVAL IN MONTHS (CUM.)	AAA
START	\$297.00
6 (6)	340.00
6 (12)	389.00
6 (18)	444.50
6 (24)	508.50
6 (30)	581.00
6 (36)	664.50
6 (42)	759.50
6 (48)	869.00
6 (54)	993.00
MAX (60)	1,135.50
PENSION BAND	123

**IBEW 2213
UPSTATE COMMERCIAL
EFFECTIVE AUGUST 4, 2002
WAGES**

5% Wage Increase applied to all steps that were in effect on August 5, 2001

Does not include cost of living allowance provisions of this contract

34.06 OCCUPATIONAL TITLE/MAXIMUM WAGES/PENSION BANDS**EFFECTIVE AUGUST 4, 2002**

	MAX WAGE	PENSION BAND
Administrative Assistant	\$812.00	108
Coin Telephone Collector	975.00	114
Driver	943.50	113
Office Assistant	787.00	107
Representative	998.50	115
Senior Administrative Assistant	858.00	110
Special Assistant	882.50	111
Service Evacuator	966.00	114
Public Communications Specialist	1,188.50	122
Special Representative	1,188.50	122
Health Care Coordinator	1,192.50	123

The pension benefit for retiring employees depends upon the length of service and the pension band assigned to the employee's occupation. The above listing shows the pension band for each occupation in the bargaining unit.

TABLE 1

EFFECTIVE AUGUST 4, 2002

OFFICE ASSISTANT

INTERVAL IN MONTHS (CUM.)	AAA
START	\$267.00
6 (6)	306.00
6 (12)	349.50
6 (18)	400.00
6 (24)	458.50
6 (30)	524.50
6 (36)	600.50
6 (42)	687.00
MAX (48)	787.00
PENSION BAND	107

TABLE 2

EFFECTIVE AUGUST 4, 2002

REPRESENTATIVE

INTERVAL IN MONTHS (CUM.)	AAA
START	\$296.50
6 (6)	346.00
6 (12)	402.50
6 (18)	468.00
6 (24)	544.50
6 (30)	633.50
6 (36)	737.00
6 (42)	859.00
MAX (48)	998.50
PENSION BAND	115

TABLE 3**EFFECTIVE AUGUST 4, 2002****SERVICE EVALUATOR**

INTERVAL IN MONTHS (CUM.)	AAA
START	\$293.50
6 (6)	340.50
6 (12)	395.50
6 (18)	459.00
6 (24)	533.00
6 (30)	618.00
6 (36)	717.00
6 (42)	832.00
MAX (48)	966.00
PENSION BAND	114

TABLE 4**EFFECTIVE AUGUST 4, 2002****ADMINISTRATIVE ASSISTANT**

INTERVAL IN MONTHS (CUM.)	AAA
START	\$268.00
6 (6)	307.50
6 (12)	353.50
6 (18)	406.50
6 (24)	466.00
6 (30)	535.50
6 (36)	615.50
6 (42)	706.50
MAX (48)	812.00
PENSION BAND	108

TABLE 5**EFFECTIVE AUGUST 4, 2002****COIN TELEPHONE COLLECTOR**

INTERVAL IN MONTHS (CUM.)	AAA
START	\$314.00
6 (6)	362.50
6 (12)	417.50
6 (18)	481.00
6 (24)	554.00
6 (30)	637.50
6 (36)	735.00
6 (42)	846.50
MAX (48)	975.00
PENSION BAND	114

TABLE 6**EFFECTIVE AUGUST 4, 2002****SENIOR ADMINISTRATIVE ASSISTANT**

INTERVAL IN MONTHS (CUM.)	AAA
START	\$270.50
6 (6)	312.50
6 (12)	361.00
6 (18)	417.00
6 (24)	481.50
6 (30)	556.50
6 (36)	643.00
6 (42)	742.50
MAX (48)	858.00
PENSION BAND	110

TABLE 7

EFFECTIVE AUGUST 4, 2002

SPECIAL ASSISTANT

INTERVAL IN MONTHS (CUM.)	AAA
START	\$270.50
6 (6)	313.50
6 (12)	363.50
6 (18)	421.00
6 (24)	489.00
6 (30)	566.00
6 (36)	656.50
6 (42)	760.50
MAX (48)	882.50
PENSION BAND	111

TABLE 8

EFFECTIVE AUGUST 4, 2002

PUBLIC COMMUNICATIONS
SPECIALIST
SPECIAL REPRESENTATIVE

INTERVAL IN MONTHS (CUM.)	AAA
START	\$311.00
6 (6)	355.50
6 (12)	407.00
6 (18)	465.00
6 (24)	531.50
6 (30)	608.00
6 (36)	695.00
6 (42)	795.00
6 (48)	909.00
6 (54)	1,039.50
MAX (60)	1,188.50
PENSION BAND	122

TABLE 9

EFFECTIVE AUGUST 4, 2002

DRIVER

INTERVAL IN MONTHS (CUM.)	AAA
START	\$292.50
6 (6)	338.50
6 (12)	392.00
6 (18)	453.50
6 (24)	525.00
6 (30)	608.00
6 (36)	704.00
6 (42)	815.00
MAX (48)	943.50
PENSION BAND	113

TABLE 10

EFFECTIVE AUGUST 4, 2002

HEALTH CARE COORDINATOR

INTERVAL IN MONTHS (CUM.)	AAA
START	\$312.00
6 (6)	357.00
6 (12)	408.50
6 (18)	466.50
6 (24)	534.00
6 (30)	610.00
6 (36)	697.00
6 (42)	797.50
6 (48)	912.50
6 (54)	1042.50
MAX (60)	1192.50
PENSION BAND	123

ARTICLE 35 ESTABLISHMENT OF NEW OCCUPATIONS AND CHANGES IN DUTIES

35.01 It is agreed that there may not at all times be employees in the occupations listed in Article 34 and, conversely, changing conditions or the needs of the business may warrant the establishment of additional occupations or changes in the duties of the listed occupations. Accordingly, the Company may make additions to the present list of occupations or make changes in the duties of the occupations as in its judgment may become necessary. The Company shall notify the Union whenever a new occupation has been established or when there has been a substantial increase in the skills required for any listed occupation and will follow the procedures set forth below:

- a) Whenever the Company determines it appropriate to create a new job title or job classification in the bargaining unit, or restructure or redefine an existing one, it shall notify the Union in writing of such job title or classification and shall furnish a description of the duties and the wage rates or schedules initially determined for such job titles or classifications. Such wage rates or schedules shall be designated as temporary. Following such notice to the Union, the Company may proceed to staff such job title or classification.
- b) The Union shall have the right, within thirty (30) days from receipt of notice from the Company, to initiate negotiations concerning the initial wage rates or schedules established as temporary by the Company. If negotiations are not so initiated, the temporary designation shall be removed from the job title or classification.
- c) If negotiations are initiated, the parties will make a good faith attempt to reach agreement within ninety (90) days following the initiation of negotiations. If agreement is reached between the parties within this ninety (90) day period, the temporary designation shall be removed from the job title or classification.
- d) If the parties are unable to reach agreement within the aforesaid ninety (90) day period, then each party shall deliver

to the other, in writing, on the ninetieth (90th) day, its final position on the wage rates and schedules. Within three (3) business days of such delivery to the other party, either party may deliver a written modified final position to the other, providing such written modified final position is closer to the final position of the other party. If no such written modification is delivered, then such final positions may be submitted by the Union to a neutral third party as provided for in paragraph f. If not so submitted, the temporary designation shall be removed from the job title or classification and the Company's final position will be the wage rate or schedule.

- e) If, however, one party delivers to the other a written modified final position within three (3) business days, then such other party may deliver a written modified final position within three (3) business days following delivery of the first party's written modification. This process may continue as long as either party delivers a written modified final position within three (3) business days following the delivery to it of a written modified final position by the other party. All modified final positions must be closer to the most recent position of the other party. This process shall end when a party stands on its most recent position for three (3) business days after the delivery of the other party's most recent position. The most recent position of each party may then be submitted by the Union to a neutral third party as provided for in paragraph f. If not so submitted, the temporary designation shall be removed from the job title or classification and the Company's final position will be the wage rate or schedule.
- f) The neutral third party referred to above shall be selected by mutual agreement of the parties following receipt by the Company of written notice from the Union of its intention to submit the final positions of the parties to a neutral third party. Such notice must be received by the Company within thirty (30) days after the delivery of the most recent final positions.
- g) Hearing and post-hearing activities shall be conducted in accordance with the provisions of Article 17 and shall commence within thirty (30) days after selection of the neutral third party.

- h) The neutral third party shall issue a determination and supporting opinion, in writing, within sixty (60) days after the close of the hearing. Such determination shall be limited to selecting the most recent position of one of the parties as the wage rate of the job title or classification in dispute. In determining the wage rate, the neutral third party shall not consider any wage rates previously determined by a neutral third party pursuant to this Article. The decision of the neutral third party shall be retroactive to the date on which the Company first staffed such job title or classification; provided however, that the Company shall be liable only for retroactive wage adjustment including overtime computation, and that there will be no other kinds of adjustments.
- i) The decision of the neutral third party shall be binding on the parties. The neutral third party shall have no authority to add to, subtract from or modify any provisions of this Agreement. The sole means for attempting to resolve any question arising in connection with the Company's determinations referenced in this Article, or any other question arising under this Article, shall be through the grievance procedure Agreement (Article 16). No question arising under this Article shall be subject to arbitration, except as specifically provided in this Article.

ARTICLE 36

PROMOTIONS AND PROMOTIONAL INCREASE TREATMENT

36.01 In selecting individuals for permanent promotion to occupations within the bargaining unit, seniority (determined by net credited service) shall govern if necessary qualifications are substantially equal. A claim by the Union that the qualifications of the individuals in the group which have been considered for permanent promotion are substantially equal may be processed in accordance with the grievance and arbitration provisions of the Agreement.

36.02 Employees promoted to another occupation with either a higher maximum basic weekly rate or a higher minimum basic weekly rate will receive upon promotion a promotional increase as follows:

<u>Occupation to Which Promoted</u>	<u>Promotional Increase</u>
Administrative Assistant	\$4.00
Coin Telephone Collector	9.00
Representative	9.00
Senior Administrative Assistant	5.00
Special Assistant	5.00
Service Evaluator	6.00
Special Representative	20.00

except that in no case shall the rate and earned service credit of employees so promoted exceed the rate and earned service credit which the employees would have attained if engaged for the position to which promoted.

36.03 Employees will receive promotional increase without loss of earned service credit at amounts below the applicable maximum rate for the occupation from which promoted.

36.04 Promotional increases provided herein will be in addition to normal progression increases and will be subject to retraction if the employee subsequently is transferred back to the lower occupation.

36.05 Any promotional increase treatment specified herein shall apply to any day on which an employee works in the higher occupation for a number of hours equal to at least one-half ($1/2$) the number of hours in his normal work day. The amount of any promotional increase for each such day shall be one-fifth ($1/5$) of any weekly promotional increase provided herein, but in no event shall the amount of an increase in any week be greater than the rate provided for in the table above in Section 36.02.

ARTICLE 37 SCHEDULES AND HOURS OF WORK

37.01 The basic workweek shall consist of the equivalent of five (5) days of seven and one-half (7½) hours each (excluding unpaid meal periods) during the period from Monday to Saturday, both inclusive; or the equivalent of four (4) days totaling thirty seven and one-half 37½ hours (excluding unpaid meal periods) during the period from Monday to Saturday, both inclusive. (The payroll week is the period from Sunday through the next following Saturday, both inclusive.)

37.02 In a holiday week, the holiday shall be counted as a seven and one-half (7½) hour day in determining the basic workweek whether or not the employee is assigned to work on that day.

37.03 Employees' shall notify the Company of their preferences for tours (i.e. days and hours of work) in writing on dates to be determined by the Company. Employees who wish to change their tour preferences shall notify the Company in writing no later than twenty-one (21) calendar days prior to the week for which they want their new tour preferences to become effective. Failure to notify the Company as mentioned above will result in the employee being considered to have his current preferences. Consistent with the needs of the business, the Company will attempt to assign employees, in order of seniority, to tours consistent with their preferences.

37.04 The Company shall post or make available a tentative work schedule that shows the tours that each employee is tentatively scheduled to work for each week. Each employee's tentative weekly work schedule for any week shall become fixed at the end of the employee's tour on the Thursday prior to that week. In the event that the Company changes the scheduled tours without the employee's consent after it becomes fixed, the employee shall be paid overtime for the hours scheduled and worked outside of the original fixed schedule.

37.05 The work schedule established for an employee for a week immediately following his vacation shall become fixed at the end of the employee's scheduled tour on the Thursday of the payroll week immediately preceding the start of his vacation.

37.06 If an employee is not notified of his work schedule in accordance with Article 37.04 above, then the employee's work schedule for a payroll week shall be the same as in the last payroll week the employee was scheduled to work.

37.07 An employee shall receive a pay differential under the following circumstances:

- a) Any employee whose fixed schedule includes a day as part of his basic workweek that begins earlier than seven (7) a.m. or ends after six (6) p.m. shall, if the employee works such schedule, receive one-fifth ($1/5$) of the weekly night differential of ten (10) percent of the employee's basic weekly rate of pay, except that, in no event shall the total weekly night differential exceed ten (10) percent of the employee's basic weekly rate of pay. The requirement that an employee actually work the specified schedule in order to receive the night differential shall not apply in those instances described in Article 37.08 (2), (3) or (4) below.
- b) An employee whose fixed schedule has him scheduled to work a full basic work week which includes Saturday as the fourth or fifth scheduled workday, shall, if the employee works Saturday, be paid a 15% differential, or a minimum of \$25.00, in addition to the hourly wage rate.

37.08 A differential, as provided above, shall be paid as follows:

1. The night differential and Saturday differential when effective shall be added to the basic weekly rate of pay in computing payments for time worked

under Article 38, Payments for Time Worked.

- 2. If an employee is to receive pay for a holiday as provided in Article 41, Holidays, one-fifth (1/5) of the weekly night differential shall be included in such pay if the employee would have received the night differential for work on that day.**
- 3. The night differential shall be added to the basic weekly rate of pay in computing payments for vacation as provided in Article 43, Vacation, provided the employee has been receiving the differential payment for one or more weeks immediately preceding the vacation.**
- 4. If an employee is to be paid for absence due to personal illness as provided in Article 44, Incidental Absence Due to Personal Illness, night differential payments at the rate that would have been paid on the first day of absence had the employee worked shall be included in such absence pay allowances.**

37.09 An employee may be required to work in addition to the employee's basic workweek.

There shall be three overtime schedules maintained as follows: 1) overtime hours of less than a full tour; 2) full tours and 3) holidays. Selection of employees for such assignments shall be by seniority order determined by net credited service on a rotating basis but management may also consider continuity of assignment. Any additional details may be determined by the appropriate local Union and Company representative. In the absence of a mutual agreement management continues to have the right to decide upon any such details.

37.10 When assigning employees to work overtime, the Company shall give 24 hour notice unless (a) an

employee consents to the assignment or (b) unless an emergency exists, as determined by management. An emergency is any condition that adversely affects customer service, such as unusually heavy absence, systems failures, excessive call volumes, or an external event such as, severe weather conditions. Any other unforeseen circumstances will be discussed with the Business Manager or his or her designee.

37.11 When assigning employees to work overtime on an involuntary basis, the Company shall make a good faith effort to notify an officer of the Local. This obligation will be satisfied by telephoning the Local's office and speaking to or leaving a message for one of the officers. Involuntary overtime that is to be worked on the same day as a day included in the employee's work schedule, shall be contiguous with the employee's tour for that day.

37.12 When assigning employees to work overtime with less than 24 hours notice, the Company may, consistent with the needs of the business, excuse employees from working such assigned overtime where exceptional circumstances exist.

ARTICLE 38 PAYMENTS FOR TIME WORKED

Hourly Wage Rate

38.01 An employee's hourly wage rate shall be determined by dividing the employee's basic weekly wage rate of pay by thirty-seven and one-half (37½).

Basic Workweek

38.02 An employee shall be paid at his hourly wage rate for each hour worked during his basic workweek except that payment shall be at one and one-half (1½) times his hourly rate for such hours worked on a holiday. Such payment on a holiday shall be in addition to payment of one (1) day's pay, that is, one-fifth (1/5) of the employee's basic weekly wage rate, as a holiday allowance.

Premium Pay for Time Worked

38.03 An employee shall be paid at his hourly wage rate for authorized hours worked outside the basic workweek, measured in units of one-quarter ($1/4$) hour, except that payment shall be at the rate of:

1. One and one-half ($1\frac{1}{2}$) times the hourly wage rate for hours worked on a holiday up to seven and one-half ($7\frac{1}{2}$) hours. This shall be in addition to the payments of one (1) day's pay, that is, one-fifth ($1/5$) of the employee's basic weekly wage rate as a holiday allowance.
2. Two and one-half ($2\frac{1}{2}$) times the hourly wage rate for hours worked on a holiday in excess of seven and one-half ($7\frac{1}{2}$) hours.
3. One and one-half ($1\frac{1}{2}$) times the hourly wage rate for hours worked in any calendar week in excess of the hours worked or scheduled to be worked as part of the basic workweek, exclusive of hours compensated under (1) and (2) above.

38.04 If in any calendar week the total hours of an employee's basic workweek, whether worked or not, and the hours worked outside the basic workweek are in excess of nine (9) hours more than the number of hours in the employee's basic workweek, an employee shall receive an additional allowance of one-half ($1/2$) hour's pay for each hour worked in excess of nine (9) hours more than the hours in the employee's basic workweek.

Minimum Payment

38.05 When an employee is assigned to perform work which is outside of and not continuous with hours included in his basic workweek, or when an employee is assigned to work on a holiday, the minimum payment for such work shall be one-half ($1/2$) day's pay at the employee's hourly wage rate. An unpaid meal period shall not be considered a break in the continuity of work for this purpose.

ARTICLE 39 FOUR DAY WORKWEEK

39.01 The Union and the Company recognize that in certain

administrative work units or work groups it may be beneficial to the employees and in the best interest of the business to establish a four day schedule as a normal work week. **The Company may schedule a four day work week as it deems necessary**, the number of hours which presently constitute a normal five day work week schedule will be scheduled over four consecutive or non-consecutive days. **All employees will be eligible to work such four day work schedules; however, only employees who have a net credited service date of January 1, 1999 or later shall be required to work such schedules on an involuntary basis.**

39.02 No daily overtime payment shall be made for any of the hours worked which constitute the normal workweek even though scheduled over four days. No differential payments for evening and night work shall be made unless some or all of the hours which would otherwise constitute a normal workday if scheduled over five days fall within the period of time for which such differential is paid, in which event differential payments shall be made in accordance with the agreement.

39.03 Delete.

ARTICLE 40 TRAVELING TIME AND EXPENSE ON TEMPORARY ASSIGNMENTS

40.01 When an employee is temporarily assigned to another office and the total traveling time exceeds the usual time spent in coming to and going from work at his/her regular office, the additional time shall be considered as work time.

40.02 Employees temporarily assigned to another office shall be paid any additional transportation expense incurred by them and required for traveling from their homes to the temporary office and return. This payment will be based on the fare on normal transportation facilities, (e.g., bus, railway or ferry) available to the general public for the route involved.

40.03 Whenever an employee is temporarily assigned to another office and is authorized by the Company to use the employee's personal car in lieu of normal transportation facilities, the transportation cost shall be paid for by the Company for the distance actually traveled in the car plus tolls incurred, and, if authorized by the Company, parking fees incurred less the employee's normal transportation expense to the employee's regular office, normal tolls and

parking expense.

40.04 The rate per mile at which the Company shall pay for such use by an employee of his or her personal car shall be as follows:

(a) at the rate of twenty-nine (\$.29) per mile;

(b) In the event the Internal Revenue Service (IRS) increases the standard mileage rate allowable as a business use deduction from gross income during the term of the Agreement, the Company will increase the amount of reimbursement accordingly effective on the first day of the second month following the date of announcement of the change by the IRS or the effective date of the change whichever is later.

40.05 When an employee is permanently assigned to another location, the first thirty (30) days of such assignment shall be treated as temporary for the purposes of this Article.

ARTICLE 41 HOLIDAYS

41.01 The following holidays will be observed as holidays by the Company:

New Year's Day	Columbus Day
Lincoln's Birthday	Veterans Day
Washington's Birthday	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Independence Day	Christmas Day
Labor Day	

Employees shall have the option of observing Martin Luther King Day or the employee's birthday as a holiday instead of Lincoln's Birthday. If an employee elects to observe the holiday on his birthday and the employee's birthday falls on a Saturday, then the employee must observe the holiday on the Friday immediately before his birthday. If an employee elects to observe the holiday on his birthday and the employee's birthday falls on a Sunday then the employee must observe the holiday on the Monday immediately following his birthday. If the employee's birthday

falls on a day already designated as a holiday as observed by the Company, the employee must choose between Lincoln's or Martin Luther King's Birthdays. Employees shall indicate their choice when they select their vacation for that year.

41.02 When a holiday falls on a Saturday, the Company shall designate for each employee, unless on vacation in such week, another day (Monday to Friday, inclusive) in the preceding week, in that week, or in the following three weeks as a day in lieu of the holiday. When another day is designated in lieu of a Saturday holiday, the provisions of this Agreement relative to the treatment of holidays shall apply to such designated day instead of the Saturday holiday.

41.03 When a holiday falls on a Sunday, the following Monday shall be observed as a holiday.

41.04 When a holiday falls in an employee's vacation, the employee shall select another day within the calendar year or the first quarter of the following calendar year, to be treated as the holiday for that employee. The selection of the day in lieu of a holiday shall be made in accordance with the provisions of Article 43.05 (c).

41.05 An employee not required to work on a holiday shall receive a holiday allowance of one day's pay, i.e., one-fifth (1/5) of the employee's basic weekly wage rate, unless absent without pay on the last scheduled working day before the holiday and the first scheduled working day after the holiday. Excused time without pay due to a surplus of employees or absence on a scheduled unpaid Excused Work Day on either the last scheduled working day before the holiday or the first scheduled working day after the holiday shall not be considered absence without pay under this Section.

ARTICLE 42 EXCUSED WORK DAYS

42.01 Each regular employee who has at least six months of net credited service on January 1 of any year shall be eligible in that year for four Excused Work Days with pay and one Excused Work Day without pay during such year. Excused days must be taken during that calendar year and through the last full calendar week of March of the following calendar year. The selection of

excused days shall be made in accordance with the provisions of Article 43.05 (c).

42.02 Employees who do not work on their paid Excused Work Day shall be paid for the day as if for a normal or standard day worked (excluding any wage incentive or productivity payments) provided they are on the active payroll of the Company on that Excused Work Day.

42.03 One paid Excused Work Day in each calendar year may be designated by the Company for employees in an administrative work group (as designated by the Company) or in any larger group, including the entire Company. Employees (except occasional employees) in any such group for which an Excused Work Day is designated by the Company and who are not otherwise eligible for a paid Excused Work Day shall be excused and paid for such designated day as set forth in Section 42.01, provided they are on the active payroll of the Company on the designated Excused Work Day.

42.04 Employees who are on vacation or absent with pay on their paid Excused Work Day for reasons other than having observed it as an Excused Work Day shall have their paid Excused Work Day rescheduled if a vacation day would have been rescheduled under the same circumstances.

42.05 If employees agree to work on their paid Excused Work Day and the Company determines that the day cannot be rescheduled, they shall be paid as applicable in accordance with the following subsections:

- (a) Employees who agree to work before the work schedule becomes fixed shall receive one day's pay as set forth in Section 42.02 in lieu of their Excused Work Day and shall in addition be paid in accordance with the provisions of the Collective Bargaining Agreement covering work on a scheduled day of work.
- (b) Employees who agree to work after the work schedule becomes fixed shall receive one day's pay as set forth in Section 42.02 in lieu of their Excused Work Day and shall in addition be paid in accordance with the provisions of the Collective Bargaining Agreement covering work on a non-scheduled day.
- (c) Time worked by an employee on his or her Excused Work Day shall be considered time worked on a regularly scheduled day of work for all purposes, except as is otherwise expressly provided in this Article.

42.06 In each calendar year, the Company shall grant an employee's request, made on short notice*, to take up to four of the employee's paid or unpaid Excused Work Days, either as full days or as half days, or a combination thereof.

42.07 In addition to the short notice Excused Work Days in Section .06, the Company shall grant an employee's request, made on short notice *, to take one of the employee's paid or unpaid Excused Work Days, either as a full day or as two (2) half days, or a combination thereof, for family commitments.

- * Short notice means that an employee will give their Supervisor as much notice as possible under the circumstances. In all cases the notice must be given before the start of the day or half day from which the employee wishes to be excused.

ARTICLE 43 VACATION

Length of Vacation

43.01 Unless otherwise specified in this Agreement, vacations with pay shall be granted in each calendar year in accordance with the following schedule, provided that the employee has completed 6 months of net credited service from the employee's latest date of engagement:

- (a) After the employee completes 6 months of net credited service..... 1 week
 - (b) After the employee completes 12 months of net credited service 2 weeks
 - (c) If the employee will complete 7 or more but less than 15 years of net credited service on or before December 31 of the current calendar year..... 3 weeks
 - (d) If the employee will complete 15 or more but less than 25 years of net credited service on or before December 31 of the current calendar year 4 weeks
 - (e) If the employee will complete 25 or more years of net credited service on or before December 31 of the current calendar year..... 5 weeks*
- * One week must be taken during the months of January, February, March, April, November or December.

43.02 If an employee becomes eligible for a vacation week under paragraphs (a) or (b) of Section 43.01 on or after December 1, only 1 such vacation week may be taken in the following calendar year, provided it is completed no later than the payroll week ending on or immediately after April 1 of the year in which the vacation is to be taken and prior to the taking of any of the current year's vacation. This is an alternative to the vacation carry-over provisions of this Agreement to which the employee may be eligible. However, if the employee completes 6 months and 12 months of net credited service in the same calendar year, only 2 weeks of vacation will be granted during the calendar year, with the second week to be granted after the completion of 12 months of net credited service.

43.03 Unless otherwise specified in this Agreement, the employee shall begin his vacation before the end of the calendar year.

43.04 The number of vacation weeks available and the number of people on vacation at any particular time will be determined by the Company in accordance with the needs of the business. Within the vacation groups determined by the Company under this paragraph, choice of vacation periods will be in order of seniority based on net credited service.

43.05 Employees who are eligible for 3 or more weeks of vacation may choose to use one or two weeks to be taken on a day-at-a-time basis. Employees who are eligible for 2 or more weeks of vacation may choose to use one week to be taken on a day-at-a-time basis. Those weeks taken on a day-at-a-time basis must be under the following conditions:

- a. Vacation weeks to be taken as full vacation weeks shall be selected first on the initial vacation schedule. After all selections of the full vacation weeks on that initial schedule have been made, a week(s) will be reserved and scheduled in order of seniority from the unselected weeks remaining. The reserved week(s) may be scheduled through the last full calendar week of March of the following calendar year.
- b. The number of reserved weeks selected must be sufficient to accommodate the total number of single vacation days, excused work days, and days in lieu of holidays to which each employee is entitled.
- c. Single vacation days, excused work days pursuant to Article 42.01, and days in lieu of holidays pursuant to Article 41.04

may then be set aside in accordance with the needs of the business. They should be granted to eligible employees and selected by employees initially in order of seniority to be taken prior to and in lieu of an equal number of days in the reserved weeks. After the initial selection of the aforementioned days, all subsequent selections of same shall be made on the basis of earliest request.

- d. If part of the week(s) has not been used on a day-at-a-time basis under paragraph c. above, when the reserved week(s) is reached, then the remaining days must be taken during the scheduled reserved week(s).
- e. Vacation periods so scheduled shall not be subject to the vacation carry-over provisions of this Article.

Payments

43.06 An employee shall be paid his basic weekly rate of pay for each week of the vacation period. If a program of part-timing is in effect, the employee's vacation pay shall be reduced proportionately to the reduction in hours.

Vacation Carry-Over

43.07 An employee who is eligible for two (2) or more weeks of vacation may, when he is selecting his vacation, elect to take in the following calendar year a part of his vacation for which he is eligible in the then current calendar year, subject to the following limitations:

- a. In order to be eligible to carry over a part of his vacation to the following calendar year, the employee must take in the then current calendar year at least one week of the vacation for which he is eligible during the current year.
- b. Only full weeks of vacation may be carried over from one calendar year to another.
- c. (Deleted)
- d. Any week or weeks of vacation carried over from one calendar year into the next must be scheduled and completed no later

than the payroll week ending on or immediately after June 15 of the year in which the vacation is to be taken.

- e. An employee who does not elect to carry over a part of his vacation into the following calendar year and who wants a vacation in the period from January 1 to the payroll week ending on or immediately after May 15 of that year will participate, based on net credited service, in the process of selecting vacations with those who elect to carry over some part of their vacation. Such employee must make his selection at the same time as the employee who elects to carry over part of his vacation.

The carry-over week(s) shall be selected in seniority order at the time that vacations are selected for the following year.

Disability Carry-Over

43.08 When an employee is unable to take a previously scheduled vacation in July through December in any calendar year because of disability absence approved by the Company, the Company will allow the employee to take his unused vacation in the succeeding calendar year, chosen from those available weeks not already selected, subject to the following limitations:

- a. The employee's disability absence must begin on or after July 1 and before the start of his vacation.
- b. As much of the unused vacation as possible shall be rescheduled in the calendar year for which granted.
- c. The unused vacation may be rescheduled, to be taken before any part of the employee's vacation granted for the succeeding calendar year, if a week or weeks are available.
- d. The unused vacation must be scheduled and completed no later than the payroll period ending on or immediately after June 15 of the succeeding calendar year.

Entitlement and Selection Position

43.09 The vacation entitlement and selection position of an employee whose net credited service will change within a calendar year due to the bridging of past periods of service shall be determined as follows.

43.10 Employees who become entitled to an additional week or weeks of vacation because of service bridging are entitled to such additional vacation from the first day of the year in which the service will be bridged.

43.11 An employee's seniority on the vacation selection list, for the year in which his service is to be bridged, will be the seniority that the employee has as of the first day of that year.

ARTICLE 44 INCIDENTAL ABSENCE DUE TO PERSONAL ILLNESS

44.01 Payment for incidental absence due to personal illness will be made to an employee with less than two (2) years of net credited service after 7.5 hours on the first and second consecutive day of absence.

44.02 Payment for incidental absence due to personal illness will be made to an employee with two (2) or more years of net credited service beginning with the first day of absence.

44.03 Incidental absence as referred to herein shall be understood to mean absence occurring within a period of seven (7) consecutive calendar days beginning with the first day of absence. A day of absence as referred to herein is a day which is included in an employee's basic workweek but on which the employee does not work because of personal illness. If a program of part-timing is in effect, the payments for incidental absence shall reflect the reduction in the employee's basic workweek.

44.04 Whenever the Company requires an employee to submit proof of illness in order to be paid for an incidental absence due to personal illness, the Company will reimburse the employee at departmental expense for any payments the employee is required to make to a doctor in connection with securing a note after the supervisor's request. Proof of illness, in the form of a doctor's note or other documentation, may be required in supervision's discretion in particular absence situations where, for example, poor attendance

patterns are evident, or circumstances raise questions that the absence may not be caused by an illness.

44.05 When there is a difference of opinion between the Company and the Union over the medical condition of an employee which the Union claims will affect the employee's wages or benefits, the Company and the Union will have the employee examined by a physician. The physician must be acceptable to both the Company and the Union, and the expenses of the examination shall be borne by the Company.

The physician's opinion shall be limited to the "clinical" condition of the employee, which shall be taken into account with respect to the issue in dispute.

44.06 The Company will provide each Local Union with a weekly report of employees who are not being paid for disability absences. Where there is a disagreement between the Company and the employee's doctor regarding the condition of or the ability of an employee to return to work the Union may notify the Company in writing that it wishes to submit the dispute to a third doctor. If the Union's notice is not sent within 21 days after its receipt of the first weekly notice showing that an employee is not being paid for a disability absence this agreement regarding a submission to a third doctor shall not apply to that employee's absence.

When the Union notifies the Company of its request for a third medical opinion, the County Medical Association shall be requested to designate the third doctor. The selection of, and examination by, the third doctor shall take place within 30 days of the Company's receipt of the Union's written notice. The fee for services shall be shared equally by the Union and the Company.

44.07 The conclusion of the third doctor will be binding on the Company and the Union. It is understood, however, that the Company will determine whether or not it can provide work for the employee within any restrictions that may be imposed consistent with the third doctor's conclusion. If the Company determines that it cannot provide such work for the employee, the employee will receive disability benefits.

44.08 A copy of the third doctor's opinion shall be furnished to the Union, upon its request and the submission of a release signed by the employee. It is further agreed that the employee's medical records will be furnished to the Union as soon as possible after the Union's request for such records and the submission of a release signed by the employee.

ARTICLE 45

DEATH IN THE IMMEDIATE FAMILY

45.01 When a death occurs in an employee's immediate family, the employee shall be given three (3) scheduled working days off with pay beginning with the first scheduled working day on which the employee does not report for duty.

45.02 The term "employee's immediate family" shall mean the employee's mother, step-mother, father, step-father, sister, brother, wife, husband, domestic partner (as defined in the Company's Domestic Partner Eligibility Criteria), son, step-son, daughter, step-daughter, mother-in-law, father-in-law, grandmother, grandfather, granddaughter, grandson, grandparents-in-law, relative who takes the place of a parent, or other relative living in the employee's home at the time of death.

ARTICLE 46

MOVING EXPENSE

46.01 Employees who in the judgment of the Company are required to relocate their residence as a result of permanent involuntary transfer initiated by the Company shall receive reasonable moving costs in connection with the following items:

- (a) Costs incidental to the purchase of a residence, up to a maximum of \$4,000, limited to attorney's fee, bank service fees, title insurance fee, appraisal fee, mortgage tax, real estate transfer tax, recording fees, survey expenses, and inspection fees.
- (b) One round trip of employee and spouse to assist in the final selection of the residence into which the employee intends to move, including meals and lodging, for a period not to exceed seven (7) days.
- (c) Transportation and meal expense for employee, employee's

spouse and children on the day of the move en route from the former residence to the new location where they will live provided the employee presents receipts for transportation. When the personal automobile is used, receipts need not be presented.

- (d) Expenses of shipping household goods, including packing, unpacking, and up to 60 days storage of household goods.
- (e) A \$700.00 allowance for such pre-move and post-move expenses as appliance services, cleaning services, piano tuning, drapery hanging, carpet laying, babysitter, etc.

46.02 The Company determination of the reasonableness of any moving expense shall be final.

46.03 The employee's claim for reimbursement must be made within 12 months of the effective date of the transfer.

ARTICLE 47 NEW BUSINESSES

47.01 "New Businesses" are defined as companies or new operations hereinafter started up or acquired by VZ in a telecommunications line of business. They would include, among others, the construction, installation, maintenance, marketing and sales of cable television, video, information and interactive media services, and new and traditional voice and data telephone services. As applied here, such New Businesses are those in which VZ has a majority stock or equity interest and management control, and which do business in the former BA North Footprint. They do not include new operations which, by agreement of the parties or by operation of law, are covered by an existing CWA or IBEW collective bargaining agreement. VZ shall mean the Bell Atlantic Corporation d/b/a Verizon Communications and the "Company" parties to the Memorandum of Agreement to which this Article is attached. The former BA North Footprint shall mean the former operating area of BA within Maine, New Hampshire, Vermont, Rhode Island, Massachusetts, New York and the areas of Connecticut covered by the Byram and Greenwich exchanges.

47.02 "New Businesses Employees" (NBEs) are employees of New Businesses who perform telecommunications work in the former BA North Footprint that is the same or equivalent to traditional telephone work currently performed as part of their regular duties by bargaining unit members of CWA and IBEW. For example, the work would include the installation and maintenance of inside wire and converter boxes for cable television, and the associated customer representative and accounting work for the services provided. The work does not include non-telecommunications work such as the work performed by janitors, elevator mechanics, elevator operators, watch engineers, or garage mechanics.

47.03 For New Businesses that are acquired by VZ with an existing complement of employees in the NBE positions, and where those employees are not represented by a union, additional NBE vacancies shall be offered to qualified VZ former BA North Footprint employees from an existing CWA or IBEW bargaining unit pursuant to paragraph 7 and Appendix A of this Article. In such situations, union representation procedures shall be governed by the neutrality and card check provisions set forth in the Neutrality and Card Check Agreement between the parties executed this date. If this process results in card check recognition, collective bargaining shall be governed by Appendix B.

47.04 For New Business that are start-up companies or operations (i.e., those without an existing complement of employees), VZ shall offer to hire the initial complement of NBE positions from qualified former BA North Footprint employees in existing CWA or IBEW bargaining unit(s) pursuant to paragraph 7 and Appendix A of this Article, and, in turn, shall recognize CWA or IBEW as the bargaining representative for the new unit(s) so long as the majority of the initial complement of NBEs are hired from existing CWA or IBEW bargaining units. The initial complement of employees is defined as the number of employees required to get the new business up and running. In such situations, the collective bargaining process shall be governed by Appendix B. If the initial complement of employees cannot be filled with a majority of employees from existing bargaining units, then the neutrality and card check provisions set forth in the Neutrality and Card Check Agreement executed on this date shall apply.

47.05 For New Businesses that are acquired by VZ with an existing complement of non-union employees in the NBE positions, and where VZ increases the size of the NBE work force, VZ shall abide by the terms of paragraph 4 and not paragraph 3 if, within one year of acquisition, employees from existing CWA or IBEW bargaining units constitute the majority of the NBEs.

47.06 For a New Business where VZ does not have a majority stock or equity interest and management control, VZ shall abide by the terms of this Article if a partner in that business is bound by the same, or substantially the same, agreement with CWA or IBEW, and together they have majority stock or equity interest and management control of that business.

47.07 VZ shall first offer NBE positions to qualified volunteers from existing bargaining unit(s) of the appropriate union. For New Businesses that are acquired by VZ with an existing complement of employees in the NBE positions, bargaining unit employees shall be notified of all additional NBE positions and shall have ten (10) working days to apply for those positions before VZ may hire off the street. For New Business that are start-up companies or operations, VZ may hire off the street after thirty (30) days if qualified volunteers cannot be found from existing bargaining units to make up the initial complement of NBE positions. The hiring of volunteers from CWA or IBEW bargaining units shall be a priority, and qualifications for union applicants shall in all respects be identical to qualifications established for non-union applicants. Former BA North Footprint employees who have been declared surplus shall be given first consideration for NBE positions and employees hired from existing CWA or IBEW bargaining units shall bring their net credited service to the New Business.

47.08 If the validity of one or more of the provisions of this Article is challenged in a court of law or before the NLRB, the New Business, VZ and the Union shall cooperate and take all necessary steps to defend the validity of the Article. If one or more of the provisions of this Article is declared void, the parties agree to modify the Article, if possible, in a manner consistent with the law and the parties' original intent.

47.09 The exclusive means of resolving any alleged violation or dispute arising under this Article, except those governed by Appendix B, shall be the disagreement resolution process set forth in Appendix C of this Article.

APPENDIX A

VZ shall offer NBE positions described in paragraphs 3 and 4 of this Article to the following bargaining unit employees in the following locations:

Location of New Business	Positions	Bargaining Unit** ***
New York and Connecticut*	Plant	CWA
Upstate New York	Commercial	IBEW 2213
Downstate New York	Commercial	CWA
New York	Traffic	CWA
New York	Accounting	CWA
New Hampshire	Commercial	CWA
Maine, Massachusetts, Vermont	Residence, Commission Advertising, Directory Sales	CWA
Rhode Island	Residence	IBEW
Maine, Massachusetts, New Hampshire, Rhode Island, Vermont	Commission Advertising, Directory Sales	CWA
Maine, Massachusetts, New Hampshire, Rhode Island, Vermont	Plant, Traffic and Accounting	IBEW

* As defined in paragraph 47.01 of this Article

** If a dispute arises between CWA and IBEW over which union shall be offered NBE positions, the unions shall have ten (10) working days to resolve the matter and so notify the Company. If the dispute is not resolved within ten (10) working days then the provisions of paragraphs 47.04 and 47.07 shall not apply to the New Business in which the dispute exists and VZ may then fill the NBE positions by hiring off the street.

*** The chart set out above may change overtime with changes in CWA or IBEW jurisdiction.

APPENDIX B

To insure the success and stability of a New Business, the parties shall negotiate the first collective bargaining agreement for that New Business for a term of three (3) years according to the following procedures:

1. Prior to starting a New Business, VZ shall review with the union its staffing needs in that business. VZ and the union shall also engage an independent consultant to provide a study of the wages, benefits, time off, hours of work, differentials, allowances, work rules, scheduling, staffing, productivity levels and other relevant information regarding VZ competitors in the specific line of business and area where VZ plans to operate. If competitors in the geographic area do not exist, the study shall focus upon employers in the same line of business in adjacent or comparable areas. The study shall be used by the parties as a guide to negotiating a fair contract for both the Company and the employees. If the parties cannot agree upon a single independent consultant, they may each select their own consultant to develop separate studies to be used by the parties in their negotiations.
2. If negotiations reach an impasse, either party may invoke binding Arbitration of the unsettled items for final resolution. The arbitration award on the economic issues in dispute shall be confined to a choice between (a) the last offer of the employer on such issues as a single package and (b) the union's last offer, on such issues, as a single package; and, on the non-economic issues in dispute, the award shall be confined to a choice between (a) the last offer of the employer on each issue in dispute and (b) the union's last offer on such issue.
3. The arbitration shall be governed by the

arbitration article of the parties' collective bargaining agreement.

4. Prior to the start of the arbitration hearings, the parties shall submit to the arbitrator their final offers in two separate parts: (a) a single package containing all the economic issues in dispute and (b) the individual issues in dispute not included in the economic package, each set forth separately by issue.
5. In the event of a dispute, the arbitrator shall have the power to decide which issues are economic issues. Economic issues include those items which have a direct relation to employee income including wages, salaries, hours in relation to earnings, and other forms of compensation such as paid vacation, paid holidays, health and medical insurance, pensions, and other economic benefits to employees.
6. In deciding the issues in dispute, the arbitrator's decision shall be governed by the prevailing practice of competitors in the area, and/or employers in the same line of business in adjacent or comparable areas.

APPENDIX C DISAGREEMENT RESOLUTION PROCESS

The following process shall govern the resolution of all alleged violations of or disputes arising under this New Businesses Article except those matters governed by Appendix B of this Article.

1. If either party submits an alleged violation or dispute for resolutions through this process, the parties, including, if necessary, President and Business Manager, IBEW Local 2213, and the Executive Vice President Human Resources of VZ, shall meet to discuss and resolve it.

2. If the parties are unable to resolve an alleged violation or dispute themselves, they will seek the assistance of a mediator agreed upon by both parties. Once selected, that mediator or an agreed upon replacement shall be the permanent mediator for resolving alleged violations and disputes under this Appendix for the remainder of this Agreement. If a mediator cannot be mutually selected by the parties within a reasonable period of time, each party shall promptly appoint a mediator of its choosing, and those two mediators, using a process they agree upon, shall promptly appoint the mediator to resolve the dispute under this Appendix.
3. If the parties are unable to reach agreement with the assistance of the mediator, the mediator shall issue a binding decision on those unresolved issues.
4. The procedure the mediator shall use in assisting the parties to reach agreement or in gathering information and deliberating in order to issue a binding decision shall be determined by the mediator under the following guidelines:

 - a) With respect to disputes in which there are no important factual issues in dispute, there shall be no formal hearings or taking of evidence. Instead, the parties, without the assistance of counsel, shall present their information and positions to the mediator through discussion, rather than a legal or quasi-legal proceeding. In presiding over this process, the mediator shall make every effort to resolve the differences before having to issue a binding decision.
 - (b) With respect to disputes in which there are important factual issues in dispute, either party may request that the mediator use expedited arbitration in lieu of (a) above, and the mediator may do so if he believes it will help to resolve the

dispute. However, the arbitration shall be informal in nature, without formal rules of evidence and without a transcript. The mediator shall be satisfied that the information submitted is of a type on which he or she can rely, that the proceeding is in all respects a fair one, and that all facts necessary to a fair decision are presented.

ARTICLE 48 WORK AND FAMILY

48.01 NYNEX will provide an additional \$4.95 million to the Dependent Care Reimbursement Fund, with \$1.65 million budgeted for each of the years August 6, 2000 - August 4, 2001, August 5, 2001 - August 3, 2002, and August 4, 2002 - August 2, 2003. The Fund shall be administered through the NYNEX Regional Work and Family Committee which shall establish written guidelines for reimbursement. In addition to providing subsidies for employees who incur costs for approved child and/or elder care and for expansion of the Kids in the Workplace Program, the Fund may also be used to pay for other Work and Family projects as may be authorized by the Work and Family Committee.

48.02 NYNEX shall continue full-time Company and Union advisers paid by the Company and charged against monies allocated for Work and Family projects.

48.03 Neither the Dependent Care Reimbursement Fund nor its administration shall be subject to grievance and arbitration, but nothing herein shall preclude the Union from grieving and arbitrating an employee's suspension or dismissal for cause.

ARTICLE 49 GRADUAL RETURN TO WORK FROM CARE OF NEWBORN CHILD LEAVE

Effective June 1, 1994, an employee on a Care of Newborn Child ("CNC") Leave or a Disability Absence Leave as a result of the birth or adoption of a child, shall be permitted to return to work on a reduced schedule known as a

Gradual Return to Work ("GRW"). The combination of CNC Leave and/or Disability Absence Leave, and GRW shall not exceed the 12 month period currently in effect for CNC Leave.

GRW shall be implemented as follows:

- (a) An employee on GRW shall have the same status (full or part-time) as she or he had before being on leave. Except for (b) below, an employee shall have the same benefits, vacations, holidays, EWDs, and other contractual entitlements which he or she had before the Leave began.
- (b) An employee on GRW shall be paid for time worked, and incidental absence and jury duty will be paid only for actual time excused from his or her scheduled work.
- (c) The hours assigned to an employee on GRW shall fall within the range of hours that the employee would have been assigned if working a full schedule.
- (d) An employee on GRW shall not work Sundays, holidays or overtime.
- (e) The assignment of tours for employees on GRW shall not violate the seniority rights of a more senior employee.

ARTICLE 50 TEMPORARY TRANSFERS

50.01 The Company will not temporarily transfer any employee from outside of or within the bargaining unit into an occupational title within the bargaining unit for a period in excess of twelve (12) consecutive months, except in the case of an emergency as defined in Article 37.10. If any such employee remains temporarily transferred more than twelve (12) consecutive months absent an emergency and the Union objects, the Company shall immediately terminate that temporary transfer; provided, however, that nothing herein shall require the Company to fill such position permanently or prohibit it from filling it with a temporary employee.

ARTICLE 51 EMPLOYEE STAFFING

51.01 General Provisions

- A. It is the policy of the Company to select well-qualified people to perform the many tasks necessary to provide high quality telephone service at reasonable costs. The Company and the Union agree that an essential element of this policy is the good faith effort of the Company and the Union to advance equal employment opportunity to all employees.**
- B. To ensure that all employees will be provided with an equal opportunity to progress consistent with their qualifications, skills and interests as job vacancies arise, the Company has developed and will continue to implement an Upgrade and Transfer Plan (UTP) and a Specific Published Vacancy (SPV) process that specify the procedures to be followed in the handling of promotions, laterals, and downgrades to non-management jobs within the Company whether or not in the same department or bargaining unit. A promotion is considered to be a move to a different job title with a higher maximum weekly basic rate of pay than the employees present job. A lateral move is a move to the same job in a new location or a different job title with the same maximum weekly basic rate of pay. A downgrade is a move to a different job title with a lower maximum weekly basic rate of pay. Increases or decreases in the maximum weekly basic rate of pay attributed solely to differentials between wage zones will not be considered as higher or lower maximum weekly basic rates of pay for purposes of the definitions above.**
- C. The purpose of UTP/SPV is to provide a standardized and systematic selection process for filling non-management jobs. Included within this**

process are 1) the means by which employees may be considered for other jobs they may desire by specifying how their requests may be given consideration, 2) the means for management to identify and determine the qualifications of the current work force and, 3) the means to assist the Company in meeting its Affirmative Action Compliance Program objectives to provide equal employment opportunity without discrimination.

- D. Grievance procedures and arbitration procedures where applicable relating to lateral moves, promotions and downgrades within the bargaining unit shall be in accordance with such procedures in effect in the Collective Bargaining Agreement. At the final step of the grievance procedure, a representative from the Placement Bureau (or where the Placement Bureau did not make the selection, the supervisor who made the selection) will attempt to be in attendance if the union requests a representative and will outline the reasons for the decision made by the Placement Bureau (or the supervisor) which caused the grievance to be initiated. If such personal attendance is not practicable (in the Company's judgment) the placement bureau representative (or the supervisor) will be available by telephone for the meeting.
- E. The Promotion Pay Plan for non-management employees as set forth in the January 18, 1973 Consent Decree entered into between the Equal Employment Opportunity Commission, the Department of Labor, the United States of America and the American Telephone and Telegraph Company and the NYNEX Operating Companies will be applied to employees.
- F. The application procedures contained in the UTP shall apply only to transfers under Article 8.02 of the Plant Agreement. The SPV process, described below, shall apply to all other promotions, laterals

and downgrades which UTP previously covered.

- G. Employees of Verizon Yellow Pages Company in the IBEW Local 2213 Directory Clerical bargaining unit will be permitted to submit SPV applications for vacancies published under this Article and shall be considered concurrently with employees of Verizon New York, TRG, and Empire City Subway Company.**

51.02 Administrative Procedures

A. The Company shall announce an SPV in a weekly Company publication. The announcement shall indicate the occupational classification (job title), department, work location, qualifications, tours and assignments, and closing date for receipt of the SPV application. All bargaining unit employees shall be permitted to submit applications for any SPV.

- (1) The Company will not initiate a job search for two weeks after the publication of the SPV. During that period, an employee who has not previously been qualified for the SPV may take any training modules for the required test(s).**
- (2) Both SPV and Job Bank vacancies will be posted concurrently and held open for application by employees for a period of two weeks.**

B. A surplus employee who is declared unqualified for a vacancy in a specific occupational classification (job title) as a result of failing the specified qualifying test, may apply for a vacancy in the same occupational classification (job title) after a period of three (3) months.

C. The Company will eliminate the use of additional factors in selecting employees to fill SPVs. An employee shall be considered qualified for the vacancy if he or she possesses all required qualifications, including passing the qualifying test or tests for the SPV, having a drivers license if one is required, meeting the medical requirements, and possessing any required

licenses or certifications.

D. Time-in-title requirements will be waived for surplus employees.

E. Only employees with an overall evaluation rating of satisfactory on their appraisal and who are satisfactory in attendance and punctuality at the time of job award will be eligible to apply for placement.

F. SPVs will be filled in the following sequence, subject to the requirements of Article 36 of the Plant Agreement, if applicable:

- (1) By transferring employees declared surplus from jobs having the same or higher basic weekly wage rate in accordance with the terms of the Force Adjustment Plan Article.
- (2) By transferring health impaired employees who cannot, with reasonable accommodation, perform their current jobs, to lateral or downgrade positions.
- (3) By full restoration of downgraded employees.
- (4) By partial restoration of downgraded employees.
- (5) By exhausting the list in the Leave of Absence Priority File.
- (6) From within an area where the job vacancy exists: Concurrent consideration of upgrade, lateral transfer, and downgrade requests in order of seniority from among all qualified candidates.
- (7) From all other areas: Concurrent consideration of upgrade, lateral transfer, and downgrade requests in order of seniority from among all qualified candidates.

G. SPV applicants who are selected and offered positions for which they have applied may not refuse the assignments. Employees who fail to report to an awarded position will not be permitted to submit any SPV applications for a period of one year from the scheduled reporting date.

H. An employee who is placed pursuant to an SPV request and who retreats at his or her request will be precluded from any SPV consideration for one year from the retreat date. An employee who is placed pursuant to an SPV request and who is retreated at the Company's initiative will be precluded for six months from SPV consideration for the same job with the same qualifications. After the second and subsequent retreats at the Company's initiative, normal SPV rules will apply.

I. If no qualified employee has submitted an SPV application, and the Company decides to fill the vacancy by hiring, it shall first offer reemployment to employees of the Company who were laid off from the same occupational classification (job title) by inverse order of layoff and within the applicable bargaining units layoff area; provided, however, that a) the employees were laid off during the previous two years (three years for Downstate Commercial bargaining unit), b) the employees have not previously declined such an offer, and c) they are qualified to perform the duties of the position except that they will not be required to pass the written qualification test. Any collective bargaining agreement provisions covering recall from layoff that are inconsistent with this paragraph are superseded, and this paragraph shall govern.

J. The Company will fill at least 50% of job vacancies through SPV job searches (exclusive of Article 36 requirements in the Plant Contract), provided there are sufficient qualified SPV candidates for such positions. However, during each quarter from the 4th Quarter of 2000 through the 3rd Quarter of 2001, the Company will not hire any regular employees into the Field Technician (FT), Central Office Technician (COT) or Customer Service Administrator (CSA) titles until it has posted 90 positions in those titles (combined) which will be filled through SPV job searches, provided there are sufficient qualified candidates for such positions. Thereafter in each of the four Quarters, and outside the period from the 4th Quarter of 2000 through the 3rd

Quarter of 2001, with respect to FTs, COTs, and CSAs, the Company will fill at least 50% of job vacancies through SPV job searches, provided there are sufficient qualified SPV candidates for such positions.

ARTICLE 52 COMMON COMMITTEE

In order to improve the effectiveness of the functions of the Joint Workforce Profile Committee, the Technology Change Committee, and the Upgrade and Transfer Committee, a single new Committee, the Common Committee, is established to replace them.

The Common Committee will be comprised of four members, two from the Union and two from the Company. The Committee will be co-chaired by the Managing Director-Labor Relations and the President-Business Manager, or their designees. The other two members will be chosen, one each, respectively, by the co-chairs. The primary staff of the Committee will be two full time employees, one selected by the Union, one selected by the Company, who shall also serve as the Employee Placement Team under the FAP. The Company will fund these positions as well as the office and systems costs of this staff. The Common Committee shall also address issues concerning contracting.

The Company will notify the Union as least six months in advance of planned major technological changes (including changes in equipment, organization, or methods of operation) which may affect employees represented by the Union, unless it has done so prior to the date of this agreement. Meetings about the planned changes will be held as soon thereafter as can be mutually arranged. At such meetings, the Company will advise the Union of its plans with respect to the introduction of such changes and will familiarize the Union with the progress being made. Although the Company is required to notify the Union at least six months in advance of the introduction of any planned major technological change, it will make a good faith effort to advise the Union as soon as it decides to introduce such changes in order to give the Union an opportunity to discuss the impact of these changes upon the various bargaining units and the Company's customers.

The Common Committee will serve as a clearinghouse for the exchange of information between the Company and the Union regarding those and other significant planned actions or changes and their effects on represented employees, and as a forum to seek mutually acceptable ways to minimize any significant negative impact on represented employees, while enhancing the Company's ability to grow, improve customer service, and improve its competitiveness.

The Committee's staff will, at the direction of the Committee, develop methods to efficiently place surplus employees in job vacancies using UTP or FAP, as applicable, administer New York Telephone's FAP as well as the NYNEX Job Bank in accordance with the provisions of the collective bargaining agreement, and recommend to the Committee appropriate focus points for employee test taking and other training as detailed in the Employee Development Programs. The staff will also seek mutually acceptable resolutions of issues involving medical testing, non-management testing and delayed releases. They will also evaluate planned Company actions or changes referred to in the proceeding paragraph, and provide input to the Committee regarding alternatives to mitigate employee impact.

After consideration of any staff input, the Committee may make recommendations to the Company regarding alternatives to the planned major technological changes, and the Company members of the Committee will work to facilitate these recommendations as appropriate. Nothing in this Common Committee process, however, will prevent the Company, after the end of the six month period, from implementing proposed major technological changes that do not otherwise violate the collective bargaining agreement.

ARTICLE 53

DURATION OF AGREEMENT

53.01 This Agreement shall continue in force and effect until terminated as provided in Section 51.02.

53.02 By notifying the other party in writing at least 60 days prior to August 3, 2003, either party may terminate this Agreement at 11:59 p.m. on August 2, 2003.

53.03 If no such notice of termination is given, this Agreement shall automatically continue in full force and effect after August 2, 2003, for successive renewal periods of one year each, subject to the right of either party to terminate this Agreement at the end of any renewal period by notifying the other party in writing at least 60 calendar days prior to the date of termination, of its intention to terminate this Agreement.

**VERIZON NEW YORK INC.
And
TELESECTOR RESOURCES GROUP, INC.**

By **Nancy Zaffarese**
Director-Labor Relations,

**INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS LOCAL 2213**

By **Mary Jo Arcuri**
Business Manager

By **Brenda J. Kuchey**
President

B **Dianne Burns**
Assistant Business Manager

By **Maureen Liggett**
Assistant Business Manager

By **Wendy Persichini**
Assistant Business Manager

By **Sandy Shivas**
Assistant Business Manager

By **Maggie Starley**
Assistant Business Manager

Dated: August 20, 2000

Walter L. Olsen
Assistant Vice President

August 21, 1974

Mrs. Dorothea C. Terpenning, President
Telephone Commercial Union
92 Elm Street
Oneonta, New York 13820

Dear Mrs. Terpenning:

This will confirm the Company's intent that before a full-time position in an office is filled with a new hire, the Company will consider the requests of qualified regular part-time employees in the same office who desire full-time employment.

Very truly yours,

Walter L. Olsen

William J. Whalen
Division Manager

August 23, 1983

Mrs. Elizabeth F. Sniffen, President
Telephone Commercial Union
9273 Kellogg Road
Washington Mills, New York 13479

Dear Mrs. Sniffen:

Pursuant to Mr. Reed's letter, dated August 21, 1983 to Mr. Shaughnessey, New York Telephone Company, after divestiture will continue to give the fullest consideration to former Bell System employees (or former employees of companies which were once in the Bell System) who apply for employment with them for the life of this Agreement.

Very truly yours,

W. J. Whalen

William J. Whalen
Division Manager

August 9, 1986

Ms. Linda J. Reynolds, President
International Brotherhood of Electrical Workers
AFL—CIO, Local 2213
9273 Kellogg Road
Washington Mills, New York 13479

Dear Ms. Reynolds:

This will confirm our agreement that IBEW Local 2213 shall be notified in writing at least thirty (30) days prior to the expiration of an employee's maximum period of sickness disability benefits under the "Sickness and Accident Disability Benefit Plan." Failure to give such notice shall not, however, affect the expiration of such benefits.

Very truly yours,

W. J. Whalen

JOHN C. DONOVAN, JR.
Managing Director
Labor Relations

September 13, 1991

Ms. Linda J. Reynolds, President/Business Manager
International Brotherhood of Electrical Workers
AFL—CIO, Local 2213
9273 Kellogg Road
Washington Mills, New York 13479

Dear Ms. Reynolds:

This will confirm the Company's intention to make the following changes in its existing "Upgrade and Transfer Plan Administrative Procedures", effective January 1, 1992:

Time in Title Changes

All Top Craft titles	—36 months (Plant)
All Second Craft titles	—36 months (Plant)
Representative to all titles	—36 months except Special Representative

(Special Representative remains 18 months)

Master Alphabetical File-UTP

- A. Within an area where the job vacancy exists including Telesector Resources Group (TRG) candidates: concurrent consideration of upgrade, transfer and downgrade requests.
- B. From all other areas including TRG employee candidates; concurrent consideration of upgrades, transfer and downgrade requests.
- C. From other NYNEX Companies: concurrent consideration of upgrades, transfers and downgrade requests.

Delay Release Procedure

- A. The anticipated delay will not exceed six months. An individual employee will not be delayed more than one time while in the same job title.
- B. The Delay Release Procedures will not apply to BMO Representatives.
- C. Effective January 1, 1993 the Delay Release Procedure will not apply to any employee in the Representative's title.

Filling Job Vacancies

The Company agrees to fill at least 50 percent of job vacancies through UTP (exclusive of Article 36 requirements in the Plant Contract) and shall make a good faith effort to expand on that percentage if possible.

Placement Requests

Each employee may have up to eight (8) requests on file. Each request will remain in effect for 36 months.

Geographic Area

The geographic areas numbered 50, 51, and 52 will be moved from Northern to Central area. The Northern and Eastern Areas will be combined into one area, and designated the Northeast Area.

Very truly yours,

John C. Donovan, Jr.

AGREED:

I.E.B.W.—LOCAL 2213

By: Linda J. Price, President/ Business Manager

Date: 9/15/91

JOHN C. DONOVAN, JR.

Managing Director-Labor Relations

Ms. Linda Price
President/Business Manager
International Brotherhood
of Electrical Workers
AFL-CIO, Local 2213
111 Twin Oaks Drive
Syracuse, NY 13206

April 3, 1994

Dear Ms. Price:

The Company will reimburse Employees who retire during the term of the current collective bargaining agreement for actual expenses, not to exceed \$3000, incurred during the 12 month period after retirement for the following, provided that such expenses are incurred for the purpose of helping prepare the retiree for a new career:

fees associated with career counseling, skills and interest assessment, resume preparation and placement agency fees.

— tuition and fees at a college or university.

— tuition and fees at a technological or computer training center.

— tuition and fees at other job training centers.

NYNEX CORPORATION

James J. Dowdall
Vice President
Labor Relations

AGREED:
INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS, LOCAL 2213

Linda Price
President/Business Manager

Ms. Linda Price
President/Business Manager
International Brotherhood
of Electrical Workers
AFL-CIO, Local 2213
111 Twin Oaks Drive
Syracuse, NY 13206

April 3, 1994

Dear Ms. Price:

This will confirm our understanding with respect to day-to-day transfers of employees outside of surplus conditions being dealt with in the Force Adjustment Plan.

Except for transfers under the Force Adjustment Plan Article which are intended to eliminate a declared surplus condition, the Company shall continue to transfer employees in accordance with existing contractual provisions and practices. With respect to permanent involuntary transfers, these existing provisions and practices shall only be employed within an Involuntary Transfer Area or between Involuntary Transfer Areas, as long as no home move as defined in the relocation allowance letter is required.

NYNEX CORPORATION

James J. Dowdall
Vice President
Labor Relations

AGREED:

INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS, LOCAL 2213

Linda Price
President/Business Manager

Ms. Linda Price
President/Business Manager
International Brotherhood
of Electrical Workers
AFL-CIO, Local 2213
111 Twin Oaks Drive
Syracuse, NY 13206

April 3, 1994

Dear Ms. Price:

During the term of this contract extension, collection duties currently performed by Representatives shall continue to be assigned to Representatives.

NYNEX CORPORATION

James J. Dowdall
Vice President
Labor Relations

AGREED:

INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS, LOCAL 2213

Linda Price
President/Business Manager

Ms. Linda Price
President/Business Manager
International Brotherhood
of Electrical Workers
AFL-CIO, Local 2213
111 Twin Oaks Drive
Syracuse, NY 13206

April 3, 1994

Dear Ms. Price:

This will express the Company's intentions with respect to contracting out work. With the new employment security provisions in the collective bargaining agreement, the Company has every incentive to tailor its discretionary use of contracting to balance its obligation to provide jobs for employees with the costs of operation.

Beyond that, in the event that surpluses are caused by an "external event," and before implementation of the last step of the Force Adjustment Plan, the Company will carefully weigh its opportunities to bring back contracted work to provide meaningful jobs for remaining surplus employees outside of the area and/or job title where the work is being done. In considering this option, the Company will evaluate the skill match of the available employees, the need and willingness of employees to relocate, the training and equipment required to do the work, the duration of the requirement, as well as the comparative economics of all options.

The above subjects will be discussed at the contracting subcommittee of the Common Committee.

NYNEX CORPORATION

James J. Dowdall
Vice President
Labor Relations

AGREED:

INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS, LOCAL 2213

Linda Price
President/Business Manager

Ms. Linda Price
President/Business Manager
International Brotherhood
of Electrical Workers
AFL-CIO, Local 2213
111 Twin Oaks Drive
Syracuse, NY 13206

April 3, 1994

Dear Ms. Price:

NYNEX and IBEW, Local 2213 have carefully reviewed the Company's process re-engineering plan, the demographics of the current work force, and the likely impact of the FAP retirement incentive upon that work force. The parties have concluded that due to the above factors, and barring external events described below, layoffs, forced transfers outside the transfer areas, and loss of compensation shall not occur during the term of this contract extension.

Specifically, the parties agree that there shall be no layoffs, forced transfers outside the transfer areas, or loss of compensation as a result of any Company initiated "process change," which includes process re-engineering initiatives, work place consolidations, office closings, contracting, shifting of bargaining unit work, network upgrades, and other business changes developed to accommodate new technology or to improve productivity, efficiency or methods of operation.

The parties also agree that an "external event" that is viewed as significant and that directly reduces the need for a large number of employees, shall not be considered "process change." An example of an external event might be a state or federal regulatory change that causes the Company to abandon a line of business, an interexchange carrier takeback of billings and collections, or the loss of a major telecommunications network contract. An external event of this nature shall be covered by the additional step(s) of the FAP.

NYNEX CORPORATION

James J. Dowdall
Vice President
Labor Relations/Labor

Relations

AGREED:

INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS, LOCAL 2213

Linda Price
President/Business Manager

Ms. Linda Price
President/Business Manager
International Brotherhood
of Electrical Workers
AFL-CIO, Local 2213
111 Twin Oaks Drive
Syracuse, NY 13206

April 3, 1994

Dear Ms. Price:

This is to confirm our agreement that an employee who, as a result of a voluntary or involuntary permanent transfer pursuant to the Force Adjustment Plan, would be required to commute at least an additional thirty-five (35) road miles to reach the new reporting point from his or her residence at the time of the transfer, shall receive a relocation allowance of \$8,000, providing the employee actually changes his or her permanent residence within one year of the effective date of the transfer. Such allowance shall be the sole payment to such employees in connection with the relocation of their residence.

NYNEX CORPORATION

James J. Dowdall
Vice President
Labor Relations

AGREED:

INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS, LOCAL 2213

Linda Price
President/Business Manager

Linda Price
President/Business Manager
International Brotherhood
of Electrical Workers
AFL-CIO, Local 2213
111 Twin Oaks Drive
Syracuse, NY 13206

April 3, 1994

Dear Ms. Price:

This will confirm our agreement regarding the issues that can be arbitrated in connection with the Employee Development Programs provisions of our collective bargaining agreement. As we agreed, the issues that will be subject to arbitration shall be limited to questions of the discipline of or the pay treatment of employees arising out of the administration of the Employee Development Programs.

NYNEX CORPORATION

James J. Dowdall
Vice President
Labor Relations

AGREED:

INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS, LOCAL 2213

Linda Price
President/Business Manager

Ms. Jacquelyn McLaughlin
President and Business Manager
International Brotherhood of Electrical Workers
AFL-CIO, Local 2213
111 Twin Oaks Drive
Syracuse, New York 13206

August 11, 1998

Dear Ms. McLaughlin:

Through December 31, 1999, the Company will not contract out work of a type that is not then being contracted out by the Company in order to replace employees who have left pursuant to the extension of the 6 & 6 pension incentive beyond August 8, 1998.

John Ritch

Director- Labor Relations

AGREED:

INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS, LOCAL 2213

Jacquelyn McLaughlin
President/Business Manager

Ms. Jacquelyn McLaughlin
President and Business Manager
International Brotherhood of Electrical Workers
AFL-CIO, Local 2213
111 Twin Oaks Drive
Syracuse, New York, 13206

August 9, 1998

Dear Ms. McLaughlin:

This letter confirms the understanding of the parties that should New York Telephone, New England Telephone, Empire City Subway, Telesector Resources Group, NYNEX Information Resources, or the Bell Atlantic Corporation ("Companies") engage in telecommunications work within the seven state Bell Atlantic North Footprint (NY, MA, NH, VT, ME, RI, CT Byram Greenwich Exchange), not previously undertaken by that company, that work shall be bargaining unit work covered by the existing collective bargaining agreements if it is the same or equivalent to the telecommunications work currently performed by bargaining unit members in that company as part of their regular duties.

For example, if New York Telephone were permitted by legislation to offer cable television services, the work would include the installation and maintenance of the fiber/coaxial network, the inside wire and converter boxes, and the associated customer representative and accounting work for the CATV services provided.

Nothing in this paragraph affects the parties' (i) existing rights or duties under present contracts, (ii) their legal rights with respect to allegations of management performing bargaining unit work, or (iii) the Company's contractual rights with respect to contracting out work.

For the purposes of this agreement, telecommunications work shall mean the construction, installation, maintenance, marketing and sales of cable television, video, or information and interactive media services, and new and traditional voice and data telephone services

COMPANIES

Donald Sacco
Executive Vice President
Human Resources

AGREED:

**INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS, LOCAL 2213**

Jacquelyn McLaughlin
President/Business Manager

Ms. Jacquelyn McLaughlin
President and Business Manager
International Brotherhood of Electrical Workers
AFL-CIO, Local 2213
111 Twin Oaks Drive
Syracuse, New York, 13206

August 9, 1998

Dear Ms. McLaughlin:

This is to confirm our agreement to establish a Work Issues Committee. The purpose of this Committee is to discuss and identify issues including, but not limited to: N days and overtime; advance posting of schedules; frequency of tour selection; and "closed time", that is time used for the purpose of following up on and closing commitments. Items to be considered are seniority, qualifications and other facts. In an effort to address these concerns, the Committee will recommend guidelines in connection with the above.

Nothing herein alters the Company's existing rights regarding any of the above but the Company will give the Union 30 days notice prior to the implementation of any tour with hours not yet established.

The Committee will consist of not less than four decision-making representatives of the Company and not less than four representatives of the Union unless mutually agreed upon. Meetings of the Committee will be held at the convenience of both parties but not less than quarterly. The first meeting will be held as soon, as can be mutually arranged, but no later than 30 days after ratification. The Committee will have an ongoing existence to discuss problems. If satisfactory progress is not made within a reasonable period, as determined by the Committee, on a particular issue, the issue will be escalated to the appropriate VP level.

Neither party waives their rights under the collective bargaining agreement or laws under this agreement.

John Ritch

Director- Labor Relations

AGREED:

INTERNATIONAL BROTHERHOOD

OF ELECTRICAL WORKERS, LOCAL 2213

Jacquelyn McLaughlin

President/Business Manager

August 20, 2000

Mary Jo Arcuri
Business Manager
International Brotherhood of Electrical Workers
AFL-CIO, Local 2213
111 Twin Oaks Drive
Syracuse, New York 13206

Dear Ms. Arcuri:

This will confirm our agreement of assigning employees on a temporary basis as follows:

Temporary assignment is defined as a bargaining unit employee who has been identified by the management team to care for our customers and support our team.

Such assignment will be for a maximum of three consecutive months and will be rotated among qualified volunteers by seniority as determined by net credited service.

Selection will be made by management from volunteers, based upon work experience, job knowledge, and overall job performance.

Duties of such assignment include:

- Customer escalations and appeals from Company Executive Offices
- Answering on-line questions and approving credit extensions
- Answering job related questions
- Coaching and training
- Takeover of customer calls
- Additional responsibilities will be discussed with the union

Employees in such assignment will be prohibited from participating in the discipline of any member of the bargaining unit, nor will they have access to any personal records of any bargaining unit employee. No disciplinary action will be based on documentation developed by the bargaining unit employee.

An employee who has been scheduled to a temporary assignment for any week shall, for each day he performs the duties of such assignment, receive a wage differential of \$15.00

per day and will not exclude the working of overtime. If the employee is notified before the end of his tour on the Thursday prior to that week that he will be assigned to perform other duties for all or part of the following week, he will not receive such wage differential on those days he performs other duties. If, however, the employee is not notified before the end of his tour on the Thursday prior to that week that he will be assigned to perform other duties for all or part of the following week, he shall receive the differential on any day on which he works.

The Company reserves the right to utilize management or acting management to perform any or all of these functions.

Nancy Zaffarese

Director – Labor Relations

AGREED:

ELECTRICAL WORKERS, LOCAL 2213

Mary Jo Arcuri
Business Manager

August 20, 2000

Ms. Mary Jo Arcuri
Business Manager
International Brotherhood of Electrical Workers
AFL-CIO, Local 2213
111 Twin Oaks Drive
Syracuse, New York 13206

Dear Ms. Arcuri:

The parties agree to conduct a trial from October 1, 2000 through December 31, 2000 to allow employees who work a holiday to elect between the following options:

To be compensated under Article 38.03(1).

To work the holiday and receive one-half ($1/2$) times his basic hourly wage rate for hours worked on the holiday up to seven and one-half ($7\frac{1}{2}$) hours; and one day's pay, that is, one-fifth ($1/5$) of his basic weekly wage rate. In addition, the employee may select another day as a day off for which the employee will receive one day's pay, that is one-fifth ($1/5$) of his basic weekly wage rate. Such day will be scheduled after the date the holiday occurs through March 31 of the following year.

During September 2000, representatives of the Union will meet with representatives of management and Labor Relations to determine the terms of the trial and where it will be conducted.

During the second quarter of 2001, the Company will determine in its sole discretion whether or not it wants to continue the second option.

Nancy Zaffarese
Director - Labor Relations

AGREED:

INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS, LOCAL 2213

Mary Jo Arcuri
Business Manager

August 20, 2000

Ms. Mary Jo Arcuri
Business Manager
International Brotherhood of Electrical Workers
AFL-CIO, Local 2213
111 Twin Oaks Drive
Syracuse, New York 13206

Dear Ms. Arcuri:

Except as provided herein, the parties agree to conduct a trial from January 1, 2001 through December 31, 2001 during which the Company:

Will not assign an employee on any day to work more than a total of two (2) hours of overtime contiguous with his daily schedule, except where the employee consents or in the case of an emergency as defined in Article 37.10.

Will not assign an employee in any one payroll week to work more than a total of seven and one-half (7½) hours of overtime on any of his non-scheduled days, except where the employee consents or in the case of an emergency as defined in Article 37.10.

Either party can cancel this trial at any time during the trial upon ten (10) days' notice to the other side. Such notice shall be in writing and may be transmitted by facsimile transmission or registered mail return receipt.

If this trial is still in effect as of December 31, 2001, the Company and the Union agree to meet in January 2002 to discuss the extension of the trial for the duration of the contract.

The Company will determine in its sole discretion whether or not it wants to extend this trial.

Nancy Zaffarese
Director - Labor Relations

AGREED:

INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS, LOCAL 2213

Mary Jo Arcuri
Business Manager

Ms. Mary Jo Arcuri
Business Manager
International Brotherhood of Electrical Workers
AFL-CIO, Local 2213
111 Twin Oaks Drive
Syracuse, New York 13206

Dear Ms. Arcuri:

Notwithstanding anything else contained in this collective bargaining agreement, employees within the Residence Sales and Service Centers or its equivalent, shall be subject to the following provisions:

The basic workweek shall consist of the equivalent of five (5) days of 7 1/2 hours each (excluding unpaid meal periods) during the period from Sunday through Saturday, both inclusive; **or the equivalent of four (4) days totalling 37 1/2 hours (excluding unpaid meal periods)** during the period from Sunday to Saturday, both inclusive. (The payroll week is the period from Sunday through the next following Saturday, both inclusive.)

An employee who is scheduled to work a full basic workweek, which includes Sunday as a scheduled workday, shall be paid one and one-half (1 1/2) times the hourly wage rate for each hour worked on Sunday as part of the basic workweek.

An employee who is scheduled to work a full basic workweek, which includes Sunday as a scheduled workday, shall, if the employee works Sunday, be paid a 5% differential, in addition to the hourly wage rate for that day.

Premium Pay for Time Worked

An employee shall be paid at his hourly wage rate for authorized hours worked outside the basic workweek, measured in units of one-quarter hour, except that payment shall be at the rate of:

1. One and one-half (1 1/2) times the hourly wage rate for hours worked on a holiday up to seven and one-half (7 1/2) hours. This shall be in addition to the payment of one day's pay, that is one fifth (1/5) of the employee's basic weekly wage rate as a holiday allowance.

2. Two and one-half (2 1/2) times the hourly wage rate for hours worked on a holiday in excess of the seven and one-half (7 1/2) hours.

3. Two (2) times the hourly rate for all hours worked on a

Sunday as a 6th day for those employees who are on a five (5) day workweek, or as a 5th day for those employees on a four day workweek.

4. One and one-half (1 1/2) times the hourly rate for hours worked in any calendar week in excess of the hours worked or scheduled to be worked as part of the basic workweek, exclusive of hours compensated under (1), (2) and (3) above.

If, in any calendar week the total hours of any employee's basic workweek, whether worked or not, and the hours worked outside the basic workweek are in excess of (9) hours more than the hours in the employee's basic workweek, an employee shall, receive an additional allowance of one-half (1/2) hour's pay for each hour worked in excess of the nine (9) hours, provided however that no hours paid under (3) shall be counted in the calculating the nine (9) hour total.

Nancy Zaffarese

Director -- Labor Relations

AGREED:

INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS, LOCAL 2213

Mary Jo Arcuri
Business Manager

Nancy Zaffarese
Director, Labor Relations

August 20, 2000

Ms Mary Jo Arcuri
Business Manager
International Brotherhood of Electric Workers, Local 2213
111 Twin Oaks Drive
Syracuse, NY

Dear Ms Arcuri:

This will confirm our agreement as follows:

The Company's Residence Sales and Service Organization (Consumer) will, by the end of the current contract, train its Representatives to handle customer incoming calls for Verizon-On-Line DSL requests in New York. At least 50 Representatives in the CWA, Local 1105 and at least 50 Representatives in the IBEW, Local 2213 will be trained before June 1, 2001.

The Company's General Business Sales Organization (GBS) will, before June 1, 2001, train at least 10 bargaining unit employees (comprised of Representatives and/or Special Representatives) in the CWA, Local 1105 and at least 10 bargaining unit employees (comprised of Representatives and/or Special Representatives) in the IBEW, Local 2213 to handle customer incoming calls for Verizon-On-Line DSL requests in New York.

GBS and Consumer Representatives will become the primary channel for incoming sales demand calls to business offices in New York requesting Verizon-On-Line DSL service for the types of customers handled by GBS and Consumer, except that complex Verizon-On-Line DSL calls will continue to be handled by the Company's High Speed Solution Center until the Company is satisfied that the technology is in place in business offices for GBS and Consumer Representatives to handle such complex calls, and until they are trained to do so. The Company expects this technology to be developed and such training to be completed by June 1, 2001, and will use its best efforts to meet this target.

Further, nothing herein shall limit the Company from assigning non-demand, DSL sales work of any kind to any sales channel such as, for example, telemarketers or Internet based ordering.

Except for the specific commitments set forth above, nothing in this letter of agreement shall be construed to affect any existing rights or obligations under the collective bargaining agreement.

Very truly yours,

Nancy Zaffarese

AGREED:

Mary Jo Arcuri
International Brotherhood of Electrical Workers
Local 2213

Nancy Zaffarese
Director, Labor Relations

August 20, 2000

Ms. Mary Jo Arcuri
Business Manager
International Brotherhood of Electrical Workers
AFL-CIO, Local 2213
111 Twin Oaks Drive
Syracuse, New York 13206

Dear Ms. Arcuri:

This will confirm our agreement that a wage increase for the Representative title of 4% shall be effective on August 6, 2000. This increase will be applied to all steps of the applicable basic wage schedules before application of the general base wage increase.

Very truly yours,

Nancy Zaffarese

AGREED:

INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS, LOCAL, 2213

Mary Jo Arcuri
Business Manager

August 20, 2000

Ms. Mary Jo Arcuri
Business Manager
International Brotherhood of Electrical Workers
AFL-CIO, Local 2213
111 Twin Oaks Drive
Syracuse, New York 13206

Dear Ms. Arcuri:

CWA Local 1105, IBEW Local 2213, and Verizon New York Inc. ("Company") agree that when calls are distributed to Representatives in customer contact centers, such as RSSC, GBS, Receivables, Enterprise or another Line of Business (LOB) by an automatic call distributor ("ACD"), which distributes calls between offices, such calls may be transferred between offices in New York State, either within or between the above bargaining units. The parties further agree that there will be a team of up to 50 CWA-represented Service Representatives in New England who will be trained to handle customer calls to offices in New York State on a "pin in" basis (currently referred to as a "swing team"). The Company may utilize the swing team if it determines that the available on-duty work force in New York offices on an ACD is or will be insufficient to handle the call volume without the use of overtime, but this shall not preclude the Company from utilizing overtime. When overtime is necessary, the available on-duty work force in the New York office and LOB that is utilizing the New England swing team will be canvassed for overtime prior to canvassing the New England swing team.

The Company further agrees for the period of the collective bargaining agreement effective August 6, 2000 to maintain the same headcount ratio between IBEW 2213 and CWA Local 1105 as exists on the effective date of this agreement in LOBs that distribute calls between bargaining units with ACD's. The headcount will be evaluated semi-annually on the anniversary of the effective date of the contract and the LOB shall correct any disparity within 90 days.

Except for the specific commitments set forth above, nothing in this letter of agreement shall be construed to affect any existing rights or obligations under the collective bargaining agreement.

Very truly yours,

Nancy Zaffarese
Director - Labor Relations

AGREED:
Mary Jo Arcuri
Business Manager
IBEW LOCAL 2213

Nancy Zaffarese
Director, Labor Relations

August 20, 2000

Ms. Mary Jo Arcuri
Business Manager
International Brotherhood of Electrical Workers
AFL-CIO, Local 2213
111 Twin Oaks Drive
Syracuse, NY 13206

Dear Ms. Arcuri:

This will confirm our agreement with respect to providing closed time to Representatives in the Consumer, General Business Sales, Receivables Management and Enterprise Lines of Business and the TISOC in the Wholesale Line of Business.

Effective March 1, 2001, on Tuesday through Saturday, excluding the first business day after a holiday, the Company will provide 15 minutes of closed time per day per scheduled Representative. Effective July 1, 2001, on Tuesday through Saturday, excluding the first business day after a holiday, the Company will provide an additional 15 minutes of closed time per day per scheduled Representative. Closed time does not constitute a break, but rather is provided to the Representative for purposes of performing productive work dealing with customer related issues. It does not, however, include training time.

Very truly yours,
Nancy Zaffarese

AGREED:

Mary Jo Arcuri
Business Manager

INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS, LOCAL 2213

Nancy Zaffarese
Director, Labor Relations

August 20, 2000

Ms. Mary Jo Arcuri
Business Manager
International Brotherhood of Electrical Workers
AFL-CIO, Local 2213
111 Twin Oaks Drive
Syracuse, NY 13206

Dear Ms. Arcuri:

This letter will confirm our agreement to modify evaluative observation practices for Representatives for the life of the new contract, and to conduct a trial moratorium on evaluative observations for certain Representatives.

Effective January 1, 2001, the modifications to evaluative observation practices for Representatives in all Lines of Business are as follows:

1. Representatives will receive advance notification of evaluative observations except for Representatives who received an overall rating of "Needs Improvement", "Does Not Meet Requirements", or "Not Rated" on their most recent annual evaluation under the Associate Appraisal Plan.
2. The Company will utilize results from diagnostic observations and other criteria such as CCI results to measure the performance of each office and compare the office's performance and results during the trial with those before and after the trial. After the notification requirement contained in paragraph one (1) above has been in use for a six (6) month period, the Company will determine whether to continue it for an additional period.
3. The Company will provide face-to-face feedback on observations by the close of the next business day on which both the Representative and the team leader who conducted the observation are on the job and are working at a common work location for their full tours.
4. Evaluative observing will take place only during the first 7.5 paid hours of a schedule. If the Company determines that a Representative's performance is substantially different during periods of diagnostic evaluation, as compared to periods of evaluative observation, evaluative

observations may be conducted on that Representative beyond the first 7.5 hours.

5. On an annual basis, evaluative observations will be limited in frequency as follows:
- 20 observations for Representatives who received an overall rating of "Exceeds Requirements" on their most recent annual evaluation under the Associate Appraisal Plan;
 - 30 observations for Representatives who received an overall rating of "Meets All" on their most recent annual evaluation under the Associate Appraisal Plan; and
 - 40 observations for Representatives who received an overall rating of "Needs Improvement", "Does Not Meet", or "Not Rated" on their most recent annual evaluation under the Associate Appraisal Plan.
6. It is expressly understood that these modifications do not apply to diagnostic evaluations, which are not appraisal-impacting.

The Company further agrees to conduct a trial moratorium on evaluative observations in one Consumer organization RSSC for a three (3) month period during the term of the new contract. Representatives will be eligible to participate in this trial if their overall rating is "Exceeds Requirements" or "Meets All Requirements" on their most recent evaluation under the Associate Appraisal Plan. If the Company determines that overall office performance as it relates to sales, customer satisfaction or customer quality declines as a result of this trial, the Company reserves the right to cancel this trial by giving the Union seven (7) days advance notice.

Very truly yours,

Nancy Zaffarese

AGREED:

INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS, LOCAL 2213

Mary Jo Arcuri
Business Manager

Nancy Zaffarese
Director, Labor Relations

August 20, 2000

Ms. Mary Jo Arcuri
Business Manager
International Brotherhood of Electrical Workers
AFL-CIO, Local 2213
111 Twin Oaks Drive
Syracuse, NY 13206

Dear Ms. Arcuri:

This will confirm our agreement that Representatives who are not meeting their sales objectives will be allowed to apply for, and be released to, non-sales related positions (positions without sales objectives or requiring sales skills) provided they meet all other appraisal standards and other applicable qualifications.

Very truly yours,

Nancy Zaffarese

AGREED:

INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS, LOCAL 2213

Mary Jo Arcuri
Business Manager

Nancy Zaffarese
Director, Labor Relations

August 20, 2000

Ms. Mary Jo Arcuri
Business Manager
International Brotherhood of Electrical Workers
AFL-CIO, Local 2213
111 Twin Oaks Drive
Syracuse, NY 13206

Dear Ms. Arcuri:

In recognition of the need to address issues of employee stress, the parties agree to create a joint Company-Union Stress Relief Committee, comprised of five representatives of the Company and five representatives of the Union. The committee will be co-chaired by the President of the Retail Markets Group and the Union's Area Director.

The parties will discuss issues relating to employee stress in the Consumer, General Business Sales, and Receivables Management organizations. Among the matters that the committee will discuss are the following:

- developing limits on SPV movement by Representatives;
- limiting the use of short notice Excused Work Days;
- pro-rated sales objectives;
- computer timing/adherence;
- training;
- attendance;
- recognition.

The committee will meet at mutually agreeable times, commencing no later than 60 days after ratification of the collective bargaining agreement. Nothing in this agreement shall obligate either party to reach an agreement on any of the items discussed in the committee.

Very truly yours,

Nancy Zaffarese

AGREED:

**INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS, LOCAL 2213**

**Mary Jo Arcuri
Business Manager**

Jeffrey Weiner
Executive Director, Labor Relations

August 20, 2000

Ms. Mary Jo Arcuri
Business Manager
International Brotherhood of Electrical Workers
AFL-CIO, Local 2213
111 Twin Oaks Drive
Syracuse, NY 13206

Dear Ms. Arcuri:

This will confirm our agreement that the wage rate of any employee whose wage rate has been green circled pursuant to the Force Adjustment Plan will continue to be green circled for the life of this Agreement.

Very truly yours,

Jeffrey Weiner

AGREED:

INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS, LOCAL 2213

Mary Jo Arcuri
Business Manager

Jeffrey Weiner
Executive Director, Labor Relations

August 20, 2000

Ms. Mary Jo Arcuri
Business Manager
International Brotherhood of Electrical Workers
AFL-CIO, Local 2213
111 Twin Oaks Drive
Syracuse, NY 13206

Dear Ms. Arcuri:

1. Commencing January 1, 2001, the Company will implement a process which will allow employees to request lateral transfers or downgrades between positions in NY/NE Companies and Mid-Atlantic Companies.

2. For the purposes of this agreement NY/NE Companies will include:

Verizon New England Inc.
Verizon New York Inc.
Empire City Subway Company (Limited)
Telesector Resources Group, Inc.
Verizon Yellow Pages Company (NY/NE only)

For the purposes of this agreement Mid-Atlantic Companies will include:

Verizon Pennsylvania Inc.
Verizon New Jersey Inc.
Verizon Delaware Inc.
Verizon Maryland Inc.
Verizon Virginia Inc.
Verizon Washington, D.C. Inc.
Verizon West Virginia Inc.
Verizon Services Corp.

3. This agreement does not apply to requests for upgrades. This agreement does not apply to employee requests for lateral transfers or downgrades within these companies, among the NY/NE Companies, among the Mid-Atlantic Companies, or to any other employee movements covered by other provisions of the collective bargaining agreements, if any. Applicants under this plan will be given consideration for placement before consideration of new hires.

Very truly yours,

Jeffrey Weiner

AGREED:

INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS, LOCAL 2213

Mary Jo Arcuri
Business Manager

Jeffrey Weiner
Executive Director, Labor Relations

August 20, 2000

Ms. Mary Jo Arcuri
Business Manager
International Brotherhood of Electrical Workers
AFL-CIO, Local 2213
111 Twin Oaks Drive
Syracuse, NY 13206

Dear Ms. Arcuri:

This will confirm our agreement that this letter of agreement, setting forth the conditions and procedures regarding participation in the Next Step Program, supersedes the letters of agreement on this subject dated May 24, 1995, September 23, 1999, and September 29, 1999.

Commencing in calendar 2001, classes under the Next Step Program will commence only in the Fall semester. The Company will make available 250 Next Step Program seats available each year, on the basis of one class per college per year, subject to each college's determination that there are a sufficient number of qualified applicants to enable classes to be conducted.

In order to qualify as a participant in the Next Step Program an employee must have at least 8 years of net credited service and must, as of September 1 of the year of entrance into the Program, be either (a) in the Field Technician (FT) or Central Office Technician (COT) title, or (b) qualified on the UTB-R and Technical Minicourse (TMC). Prior to acceptance into the Program, all applicants must pass the required qualifying test administered by the colleges participating in the Program.

A. NTC Employees

The following shall apply to "new to craft" (NTC) employees, i.e., employees who do not have the title of Field Technician or Central Office Technician prior to placement in the Next Step Program:

- I. An NTC applicant who has passed the required**

qualifying test and who is accepted into the Program will first be assigned the job function of Field Technician or Central Office Technician for a period of approximately six months prior to the commencement of university classes. It is recognized by both parties to this agreement that due to university scheduling procedures, there may be some employees who will experience longer assignment (up to one year) prior to the commencement of university classes.

2. The title upgrade to Telecommunications Technical Associate (TTA), the pay treatment and pension band shall be effective the first day of the week (Sunday) in which the employee starts the assignment. The employee's wage rate shall be adjusted to the maximum weekly wage rate of a FT/COT.
3. During the pre-university assignment, the NTC employee will attend basic technical training courses and will perform regular field work within the title to which assigned.
4. Retreat rights for both the employee and the Company will apply during the pre-university assignment.
5. Upon the conclusion of the pre-university assignment, the NTC employee will be scheduled to commence course work in the degree program.

B. Field Technicians and Central Office Technicians

1. The title upgrade to TTA, the new pay treatment and pension band shall be effective the first day of the week (Sunday) in which the employee is scheduled to begin university classes. The employee's wage rate shall be adjusted to the maximum weekly wage rate of a Field Technician/Central Office Technician.

C. All Next Step Participants

1. Employees enrolled in the Next Step Program shall be provided time off the job with one day's pay per week to attend classes. Attendance at the university shall be treated as a work day under the provisions of the parties' collective bargaining agreement unless modified by the provisions below.
2. All applicable benefit plans and programs currently in effect, as well as Workers Compensation coverage, shall apply to an employee's attendance in the Next Step Program.
3. Upon successful completion of one half of the credits in the Program, the employee's weekly wage rate shall be adjusted upwards. The new wage rate shall be half the difference between the maximum wage for the Field Technician/Central Office Technician and the maximum rate for Telecommunications Technical Associate.
4. Upon completion of the Program the employee's wage rate shall be adjusted to the maximum wage rate for a Telecommunications Technical Associate.
5. In determining whether an employee has successfully completed one half the Program credits or the entire Program, the Company will take into account credits that an employee has earned even though the employee was exempted from taking a certain course because the employee passed a required test.
6. Shifted tour, DTA and Board and Lodging provisions of the collective bargaining agreement shall not apply to an employee's university attendance.
7. No transportation to the university shall be provided by the Company.
8. Employees who take vacation on a scheduled college day shall not be provided additional time off to attend college since the college program is given only on specified dates in each semester. Any course work missed shall be the responsibility of the employee, to be made up on his or

her own time. If an employee attends the university classes during a scheduled vacation week, the employee shall be granted another vacation day.

9. If the university expects class attendance on an Article 24 holiday and the employee so attends, the employee shall be granted another day off with pay in that week or in the following three weeks in lieu of the Article 24 holiday.
10. Employees enrolled in the Next Step Program shall not be removed from night tours as a result of their enrollment in the program unless their program participation interferes with their ability to work night tours on the work days when they do not attend classes.
11. The employee shall maintain a Grade Point Average (GPA) of 2.0 to remain in the program. This is a State University of New York requirement. If an employee fails to maintain a GPA of 2.0, he or she shall leave the program and be placed in the Field Technician or Central Office Technician occupational classification, job and pension band, according to his or her current job assignment. There is extensive academic support built into the program to assist the employee in maintaining the GPA of 2.0.
12. TTA personnel shall be integrated into current overtime procedures; however, during the period of cross-training (inside/outside) participants may not be qualified to perform all overtime work or because of specific cross-training obligations may not be available to work overtime.
13. It is the parties' intent with this letter of agreement to treat the employees' university attendance as if it were a normal work day at straight time under the collective bargaining agreement and not to prejudice or provide windfalls for an employee, because of an unintentional or peculiar application of the collective bargaining agreement.
14. TTAs will not be eligible to participate in the SPV process or Article 36, Interarea Transfer Requests, for 36 months from date upgraded to TTA title. TTAs will be included with the classification they are assigned to (COT or FT) for

purposes of Article 8 moves within their Article 8 unit.

15. After 36 months in title, TTAs will be eligible to participate in the SPV process, and will be allowed to bid on COT and FT vacancies regardless of their current occupational classification assignment.
16. After 36 months in title, TTAs will be included with the occupational classification assigned to (COT or FT) for the purpose of Article 8 and Article 36 transfers, subject to all the requirements and conditions in those Articles.
17. If an employee drops out of the Program, the employee shall retreat to his or her previous title, and will be precluded from any SPV consideration for one year from the retreat date. Appeals for re-admission to the Program shall be presented to the Employee Development Board.
18. An employee shall be permitted to take a leave of absence from the Program for cause. Cases shall be reviewed on an individual basis by the co-directors of the Next Step Program.
19. Employees already in the Field Technician or Central Office Technician TTA participants shall usually remain in their current assignment. If a participant is required to move to another assignment within the TTA title during the Next Step Program, it shall be in accordance with the Non-Surplus Transfer Letter. Employees not in the Field Technician or Central Office Technician titles shall be transferred to an assignment within the new title. For those employees whose current work location is in Upstate New York, the employee shall, by seniority, select a work location as offered by the Company in a Plant organization in accordance with the Non-Surplus Transfer Letter. For those employees whose current work location is in Downstate New York (Westchester and South), the employee shall, by seniority, select a work location as offered by the Company in a Plant organization within the UTP area. All employees in the program shall meet the basic qualifications for the job duties assigned.

20. Employees will not be permitted to enter the Next Step Program as TTA participants in or after the Fall semester of 2001 unless they first sign an agreement to reimburse the Company for Next Step tuition costs in the event they voluntarily leave the employment of the Company, other than by retiring with a service pension, within 2 years after completion of the program.

Very truly yours,
Jeffrey Weiner

AGREED:

INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS, LOCAL 2213

Mary Jo Arcuri
Business Manager

Jeffrey Weiner
Executive Director, Labor Relations

August 20, 2000

Ms. Mary Jo Arcuri
Business Manager
International Brotherhood of Electrical Workers
AFL-CIO, Local 2213
111 Twin Oaks Drive
Syracuse, NY 13206

Dear Ms. Arcuri:

This will confirm our agreement regarding the Company's commitment in connection with new contracting initiatives.

The Company agrees that through December 31, 2002, it will not contract out work that is not being contracted out on the effective date of this agreement.

The parties further agree to continue a Contracting Initiatives Committee, which will be chaired by the Company's Regional Bargaining Agent and the Union's Area Director, each of whom may appoint up to two additional members. The purpose of the Committee is to give the parties the opportunity to conduct open and thorough discussions concerning the Company's intention and rationale regarding the contracting out of bargaining unit work. The Committee will also discuss issues regarding the following exceptions to the restriction on new contracting initiatives: The restriction shall not preclude contracting out work to meet peak load requirements which cannot be covered with overtime or to deal with emergency situations (such as severe weather conditions).

In addition, commencing January 1, 2003, the Company will notify the Union at least six months in advance of any new contracting initiatives. The Contracting Initiatives Committee will then have the opportunity to discuss such new major initiatives. In these discussions, the goal of the parties will be to balance the needs of customers, the provision of excellent service, and the use of bargaining unit employees to perform bargaining unit work.

Very truly yours,
Jeffrey Weiner

AGREED:

INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS, LOCAL 2213

Mary Jo Arcuri
Business Manager

Jeffrey Weiner
Executive Director, Labor Relations

August 20, 2000

Ms. Mary Jo Arcuri
Business Manager
International Brotherhood of Electrical Workers
AFL-CIO, Local 2213
111 Twin Oaks Drive
Syracuse, NY 13206

Dear Ms. Arcuri:

Effective no later than March 1, 2001, a new temporary job title entitled "Health Care Coordinator" ("HCC") will be established in each bargaining unit with a wage table equivalent to Wage Table 1 in the Plant agreement and a Pension Band of 124. The HCCs will be under the direction of the Company's Benefits Delivery Organization. The Company will establish a total of three HCC positions among the CWA and IBEW Local 2213 bargaining units, and the Unions may designate the three employees to be HCCs on a temporary basis. When an employee's temporary assignment ends, the employee will be returned to his or her regular job.

The HCCs must successfully complete a Company training program and demonstrate full understanding of the Company's benefits, including the disability, medical, dental, and vision plans, but not the pension or savings plan. In order to facilitate the prompt, cooperative resolution of employees' questions and/or problems under the Company's benefit plans, the HCCs will act as liaisons between employees with inquiries or disputes concerning their benefits and the carrier-administrators.

The HCCs will be provided contact names and telephone numbers to use when discussing individual cases with the carrier-administrators; however, the HCCs will not disclose these names or numbers to other employees. The HCCs will not have authority to vary plan provisions or override decisions of the carrier-administrators on claims or appeals; however, the HCCs may write and present claims and appeals on behalf of employees to ensure complete, impartial presentation of relevant information. The HCCs may be assigned other duties, such as employee education on plan changes or other issues.

Due to confidentiality requirements, (a) the carrier-administrators will communicate medically sensitive information only to the employee, unless the employee and, if applicable, the patient (or patient's parent or guardian, if patient is a minor) sign release forms prepared by the carrier-administrators authorizing the carrier-administrators to communicate such medically sensitive information to the HCCs; and (b) the HCCs will not discuss or disclose information on medical issues, questions or disputes to anyone other than the affected employee, carrier-administrators, or the Company Benefits Delivery Organization. The Company's Benefits Delivery Organization will review these confidentiality release forms and, if appropriate, recommend revisions to the carrier-administrators.

The HCCs will report as required to the Company's Benefits Delivery Organization concerning the full scope of their activities, including all interactions with carrier-administrators on claims and appeals.

The provisions of this letter will not be subject to the grievance or arbitration procedures.

Very truly yours,
Jeffrey Weiner

AGREED:

INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS, LOCAL 2213

Mary Jo Arcuri
Business Manager

August 20, 2000

Ms. Mary Jo Arcuri
Business Manager
International Brotherhood of Electrical Workers,
AFL-CIO, Local 2213
111 Twin Oaks Drive
Syracuse, NY 13206

Dear Ms. Arcuri:

This letter confirms the understanding of the parties that should Verizon ("VZ") - New York, Inc., VZ-New England, Inc., Empire City Subway, Telesector Resources Group, Inc., d/b/a Verizon Services Group, NYNEX Information Resources, or the Bell Atlantic Corporation d/b/a Verizon Communications ("Companies") engage in telecommunications work within the former operating area of the seven state former Bell Atlantic North Footprint (NY, MA, NH, VI, ME, RI, CT Byram Greenwich Exchange), not previously undertaken by that company, that work shall be bargaining unit work covered by the existing collective bargaining agreements if it is the same or equivalent to the telecommunications work currently performed by bargaining unit members in that company as part of their regular duties.

For example, if VZ-New York, Inc. were permitted by legislation to offer cable television services, the work would include the installation and maintenance of the fiber/coaxial network, the inside wire and converter boxes, and the associated customer representative and accounting work for the CATV service provided.

Nothing in this paragraph affects the parties' (i) existing rights or duties under present contracts, (ii) their legal rights with respect to allegations of management performing bargaining unit work, or (ii) the Company's contractual rights with respect to contracting out work.

For the purposes of this agreement, telecommunications work shall mean the construction, installation, maintenance, marketing and sales of cable television, video, or information and interactive media services, and new and traditional voice and data telephone services.

COMPANIES

John P. Navarro

AGREED:

**International Brotherhood of Electrical Workers,
AFL-CIO, Local 2213**

**Mary Jo Arcuri
Business Manager**

1994 MEMORANDUM OF UNDERSTANDING BETWEEN IBEW AND NYNEX COMPANIES

MANAGEMENT EMPLOYEES PLACED IN THE BARGAINING UNIT

Management employees who are placed in the bargaining unit because their job duties are reassigned to the bargaining unit shall retain their seniority (determined by net credited service) for all purposes. The seniority of a management employee who has been assigned to the bargaining unit for any other purpose shall be determined by net credited service reduced by time spent in management jobs for purposes of vacation selection, tour assignment, bidding and transfer only, for a period of two years. Thereafter, such employee's seniority for these purposes will be determined by net credited service. Commencing on the date of reassignment, the measurement of such employee's seniority for all other purposes, including pension calculation and force adjustment, shall be net credited service.

1998 MEMORANDUM OF UNDERSTANDING

BONUS FOR MEETING SERVICE AND OTHER STANDARDS

- A. Employees of New York Telephone Company and Employees of Telesector Resources Group, Inc. employed in New York State. The parties agree that employees of New York Telephone Company ("NYT") and employees of Telesector Resources Group, Inc. employed in New York State, who are represented by the Union:
1. will receive in March 2000 a cash bonus (not a stock bonus) of \$700, in accordance with the provisions set forth below, if they were on the payroll on December 31, 1999 and if the "NYT Identified Standard" for 1999 is met; and
 2. will receive in March 2001 a cash bonus (not a stock bonus) of \$700, in accordance with the provisions set forth below, if they were on the payroll on December 31, 2000 and if the "NYT Identified Standard" for 2000 is met.

- B. Employees of Bell Atlantic Yellow Pages Company
The parties agree that employees of Bell Atlantic Yellow Pages Company ("BAYP") who are represented by the Union:
1. will receive in March 2000 a cash bonus (not a stock bonus) of \$700, in accordance with the provisions set forth below, if they were on the payroll on December 31, 1999 and if the "BAYP Identified Standard" for 1999 is met; and
 2. will receive in March 2001 a cash bonus (not a stock bonus) of \$700, in accordance with the provisions set forth below, if they were on the payroll on December 31, 2000 and if the "BAYP Identified Standard" for 2000 is met.
- C. Standards Development
or purposes of paragraphs A, and B above, the following process will be employed to develop the "NYT Identified Standard," and the "BAYP Identified Standard,":
1. Beginning no later than thirty days from ratification of this agreement and continuing for no more than sixty days thereafter, the parties shall meet through their designated representatives to attempt to reach agreement on service, financial or other standards applicable to the respective companies that will become the Identified Standards referred to in paragraph A.
 2. If at the end of that sixty day period, standards are not agreed upon for NYT, then the standard to be applied to that company shall be the same as the N.Y.P.S.C. Standard applied in paragraph A of the provision of the 1994 MOU entitled "Bonus for Meeting Service and Other Standards."
 3. If at the end of that sixty day period, standards are not agreed upon for BAYP, then the standard to be applied to that Company shall be the same as the default standards contained in the existing collective bargaining agreements covering those bargaining units.

D. Provisions Applicable To All Bonuses

1. Bonus payment amounts shall be subject to federal, state and local tax and FICA withholding.
2. Bonus payments will be used in determining deductions for union dues.
3. Bonus payments will enter into computations of overtime worked
4. Bonus payments shall not be used in the calculation of any benefit payments, company contributions or allotments pursuant to any Company savings or benefit plans or programs.

**MEMORANDUM OF UNDERSTANDING
ADVISORY COMMITTEE ON HEALTH CARE
(ACHC)**

Motivated by a mutual concern over health care issues, the Company and the Union recognize the following responsibilities:

- examinations and analyses of the major areas of health care costs for Bell Atlantic and its employees;
- considerations of additional cost containment measures, as appropriate;
- examinations of the recommendations and findings of various health care coalitions and other organizations concerned with the quality and cost of health care;
- an exploration of proposed federal and state legislation;
- encourage Health Maintenance Organizations to price their services competitively so as to encourage employee participation;
- an examination of educational programs dealing with life styles and health status and the relationship between the two;
- making recommendations regarding all of the above areas of health care cost containment;
- recommend and develop joint educational programs to help employees make better use of the medical plan and encourage employees to become better consumers of medical services;
- investigate the impact of changing medical patterns of practice to determine areas of the plans that might need to be adjusted and to recommend changes, if appropriate;

The Company and the Union also recognize the following need with respect

to the implementation of Managed Care Programs:

- issue an RFP to potential carriers, including general managed care network carriers, specialized mental health/substance abuse managed care firms, and mail order and retail prescription drug firms,
- review proposals, interview carriers, and make a recommendation on the selected carrier(s);
- discuss timing of the network's implementation and roll-out in various geographic sites, including reviewing and providing input on the readiness of sites;
- assist with additional provider recruitment as required;
- assist with employee communications on network implementation and other issues, to aid in the education and training of employees and union representatives on network enrollment, operation and usage;
- create a constructive process for problem resolution on employee claim and network usage issues;
- identify health promotion and wellness needs, and assist in developing programs to meet employee wellness issues throughout the network if appropriate;
- identify opportunities to enhance network utilization and effectiveness;
- review ongoing network performance such as provider access, service indicators, quality, responsiveness to employee needs, employee satisfaction issues and surveys.

To address the above needs, the Company and the Union agree to continue the Advisory Committee on Health Care at the regional level. The Advisory Committee shall be a high level committee which will provide oversight and act on approved recommendations.

The Advisory Committee (ACHC) shall have a total of not more than four (4) management representatives from Bell Atlantic and not more than three (3) representatives designated by the CWA including one from the International and one (1) representative designated by the International Brotherhood of Electrical Workers Local 2213 ("IBEW"). The ACHC shall work directly with the Director - Health Benefits and Life Services of Bell Atlantic. As needed, outside experts (e.g. representatives of carriers and third-party administrators) shall attend the Advisory Committee meetings.

The Advisory Committee shall meet from time-to-time but at least four times each year.

The Working Committee shall have a total of not more than two (2) management representatives and a total of not more than two (2) representatives appointed by the CWA and one (1) representative appointed by the IBEW. The

Working Committee will meet periodically as necessary to resolve issues as delegated by the Advisory Committee.

These Committee (s) shall develop facts and use consensus so that well-informed decisions can be made regarding the matters covered by this provision. Disability Sub-Committee

The Company and the Union agree to establish a Disability Sub-Committee to the Advisory Committee on Health Care (ACHC). The purpose of the Disability Sub-Committee is to provide recommendations regarding improvements to the processes for the administration and payment of disability and workers' compensation benefits.

The Disability Sub-Committee shall consist of not more than three (3) management representatives and not more than three (3) representatives from CWA/IBEW (Local 2213 only). The Disability Sub-Committee will meet not less than quarterly, effective following the first meeting of the ACHC.

APPENDIX A

ROLE OF THE ADVISORY COMMITTEE ON HEALTH CARE (ACHC)

1. Solicit proposals from potential carriers, including (1) general managed care carriers, (2) specialized mental health/substance abuse managed care firms, and (3) mail order and retail prescription drug providers.
2. Review proposals, interview carriers, and provide input and recommendations to the Company on the selected carrier(s).
3. Conduct on-site visits to all finalists.
4. Discuss timing of implementation and rollout in various geographic sites, including reviewing and providing input on the readiness of sites.
5. Assist with employee communications on implementation and other issues, to aid in the education and training of employees and business agents on network enrollment and operation.

6. Assist in actual implementation.
7. Identify health promotion and wellness needs, and assist in developing programs to meet employee wellness issues.

APPENDIX B

ROLE OF THE WORKING COMMITTEE ON HEALTH CARE

1. Create a constructive process for problem resolution on employee claim and network usage issues.
2. Identify opportunities to enhance utilization and effectiveness of network providers.
3. Review ongoing network performance such as provider access, service indicators, quality, responsiveness to employee needs, employee satisfaction issues and surveys.
4. Address the process to be utilized in extending until October 31, 1998 the filing of prior year claims that have been filed in an untimely manner, and resolve appeals associated with the issue.

1998 MEMORANDUM OF UNDERSTANDING

SPECIAL INCENTIVE 6 & 6 PENSION

The Company and the Union agree to amend the existing labor agreement between New York Telephone Company and TRG and the Union as follows, and the Company agrees that it will amend the NYNEX Pension Plan (the "Pension Plan") to incorporate these amendments, which are contingent upon and subject to continued approval of the Pension Plan by the Internal Revenue Service as a qualified plan and such approval as the Company may deem appropriate by the United States Department of Labor or any other applicable governmental authority. In addition, the Company shall make such other changes in the Pension Plan as may be required by changes in the law, subject to applicable provisions of the collective bargaining agreement between the parties.

The amendments to the Pension Plan, to be effective August 9, 1998, as set forth below, will apply to employees who are represented by the Union and other non-management, non-represented employees of the Companies. Related provisions and references in the Pension Plan will be modified to conform with these amendments.

The parties agree that whatever obligation the Company may have had under the existing labor agreement to offer a special pension enhancement to employees at some time before August 9, 1998, pursuant to Paragraph 11 of the "Force Adjustment Plan Retirement Incentive" provision of the 1994 Memorandum of Understanding ("MOU"), the Company will no longer have an obligation to offer the special pension enhancement to eligible employees under the existing labor agreements.

1. To be eligible for the 6 & 6 pension offer pursuant to this agreement (the "Offer"), an employee must be a regular employee at the time of the Offer and must be eligible for a service pension with or without the application of the retirement incentive before August 9, 1998.
2. During the third quarter of 1998, on a date to be determined by the Company, the Company will make the Offer to all eligible employees, regardless of whether or not they have previously received a retirement incentive offer under the Force Adjustment Plan

("FAP"), all of whom will be considered as having received the Retirement Incentive offer that the Company is obligated to make to each employee some time before August 9, 1998. From the fourth quarter of 1998 through the fourth quarter of 1999, within each universe defined below, employees will be permitted to retire pursuant to the Offer on Alternate Retirement Dates ("ARDs") in each quarter to be determined by the Company. Twenty percent (20%) of the eligible employees in each universe will be permitted to leave on each of the five ARDs.

3. The universes for the Offer will be as follows: Job Title, work location and Fifth level entity (next level entity if Fifth level does not exist).
4. The Offer, along with an Election to Volunteer Form, will be sent to the home address of each eligible employee on a date to be determined by the Company within the third quarter of 1998. Employees may indicate, on the Election to Volunteer Form, in priority order, their choices for ARDs. An employee who leaves blank any of the available ARDs will be considered only for the ARDs selected, and if the employee's seniority does not permit assignment to any of those choices, the employee will not be considered for any other available ARDs. Any eligible employee who selects all the available ARDs will be guaranteed assignment to an ARD.
5. There will be a 30 day selection window period which begins on the date the Offer is sent. Completed Election to Volunteer Forms must be received no later than midnight on the last day of the selection window period. During the selection window period, employees may make, change, or withdraw their selections. After the close of the selection window period, employee selections will be irrevocable, unless an exception is agreed to in writing by the Company's Regional Bargaining Agent and the Union President/Business Manager, based on the recommendation of the Employee Placement Team.

6. ARDs will be assigned in seniority order within the job title and universe.
7. The pension and Social Security Supplement amounts for an employee who retires pursuant to the Offer will be calculated as of the employee's ARD.
8. Employees assigned an ARD will be frozen in their current job title and shall not be eligible for participation in SPV/UTP, Article 36, Intra-area UTPs and the Job Bank. This will not, however, preclude the Company from transferring such employees as otherwise provided for or permitted by the collective bargaining agreement. Employees so transferred will keep their assigned ARDs.
9. Eligible employees who do not retire pursuant to the offer, and who remain as employees until January 1, 2001, will receive, upon retirement, the greater of the pension amount calculated as of the time of retirement or the pension amount with the 6 & 6 retirement incentive calculated as of August 8, 1998. Such eligible employees will, in either event, receive the Social Security Supplement calculated as of August 8, 1998.
10. If an employee died or dies between May 1, 1994 and the end of the 30 day selection window period referred to in paragraph 4, above, at a time when the employee was or is eligible for the 6&6 retirement incentive, without having retired with the 6 & 6 retirement incentive, any applicable survivor options belonging to the employee will be enhanced in accordance with the terms of the 6 & 6 retirement incentive. If any such employee elects or elected a joint and survivor annuity for a surviving spouse greater than 50%, such election will be honored by the plan even if the employee dies or died prior to retiring.
11. If an eligible employee who volunteered to accept the Offer, and was assigned or was in the process of being assigned an ARD, dies after the 30 day selection window period referred to in paragraph 4, above, but before the

ARD to which he or she was assigned or would have been assigned, any applicable survivor options belonging to the employee will be enhanced in accordance with the terms of the 6 & 6 retirement incentive. If any such employee elects a joint and survivor annuity for a surviving spouse greater than 50%, such election will be honored by the plan even if the employee dies or died prior to retiring.

12. If an employee exhausted or exhausts the maximum period of disability benefits between May 1, 1994 and the end of the 30 day selection window period referred to in paragraph 5, above, at a time when the employee was or is eligible for the 6 & 6 retirement incentive, without having retired with the 6 & 6 retirement incentive, the employee will be considered to have retired under the terms of the 6 & 6 retirement incentive.
13. If an eligible employee who volunteered to accept the Offer, and was assigned or was in the process of being assigned an ARD, expires the maximum period of disability benefits after the 30 day selection window period referred to in paragraph 5, above, but before the ARD to which he or she was assigned or would have been assigned, the employee will be considered to have retired under the terms of the 6 & 6 retirement incentive.
14. An employee who is assigned an ARD may not enter the Next Step Program.
15. The Pension Plan and any relevant contract provisions will be amended to conform to this agreement. As of the effective date of this agreement, all pension incentive provisions in the FAP will be deleted, and no surplus 6 & 6 offers will thereafter be made pursuant to the FAP.

2000 MEMORANDUM OF UNDERSTANDING CORPORATE PROFIT SHARING (CPS)

The following Corporate Profit Sharing Plan shall apply during the term of this Agreement:

Section 1. Plan Purpose. The Corporate Profit Sharing Plan ("CPS") is designed to encourage and reward employees for their contribution to Company profits.

Section 2. Plan Years. The Plan will provide awards for results in calendar years 2000, 2001 and 2002, with awards payable in 2001, 2002 and 2003.

Section 3. Eligibility.

(a) **Eligible Employees.** Full-time and part-time regular and temporary employees who are on the payroll for at least 90 days during an applicable Plan Year will be eligible to receive a CPS Distribution to the extent earned and payable. Employees who resign or are discharged for cause prior to December 31 of the Plan Year forfeit their eligibility to receive a CPS Distribution.

(b) **Proration for Partial Years.** For an employee who is employed more than 90 days, but less than 12 months, of the Plan Year, the employee's CPS Distribution will be prorated by twelfths to correspond to the number of months of participation during the Plan Year. For purposes of proration, a month will be taken into account if the employee is actively participating on the first day of the calendar month.

(c) **Proration for Part-Time Employees.** CPS Distribution for each eligible part-time employee will be prorated as a percent of the normal workweek for a full-time employee in the same title.

Section 4. Time Worked and Leaves of Absence. The following will count as time on the payroll for CPS Distributions:

- (a) Absence attributable to approved sickness or accident disability up to accrued FMLA leave.
- (b) Departmental leave (up to 30 days).
- (c) Time that an employee is eligible to receive pay for Military Leave.
- (d) Up to 30 days for Anticipated Disability Leave and Child Care leave combined.
- (e) Up to 30 days for any other approved leave.

An employee shall not lose eligibility if, on December 31 of the applicable Plan Year, the employee is absent for one of the reasons stated in (a) through (e) above.

Section 5. Separations. An employee who is otherwise eligible for a CPS Distribution will not lose eligibility due to the following separations (so long as the employee has a period of at least 90 days of active participation during the Plan Year):

- A. Retirement
- B. Separation due to force surplus
- C. Transfer (or a quit/hire, with a break not exceeding 30 days) to another company that participates in this Plan or to an affiliated company with a collectively bargained corporate profit sharing plan that is substantially similar to this Plan, and the employee is on the payroll of such company on December 31 of the same year
- D. Death of the employee
- E. Promotion to management, and the employee is on the payroll of the company in which he or she is employed as a manager

on December 31 of the same year

An employee who is separated from the active payroll for the above reasons will receive a CPS distribution that shall be prorated as described in Section 3

Section 6. CPS Distribution Calculations.

- (a) **Standard Award.** The "Standard" CPS Distribution shall be as follows:

<u>Performance Year</u>	<u>Standard CPS Distributions</u>	<u>Year Payable</u>
2000	\$500	2001
2001	\$500	2002
2002	\$500	2003

- (b) **Performance Percentage.** The actual CPS Distribution per eligible employee will be calculated by multiplying the "Standard" CPS Distribution by a "Performance Percentage" for the Plan Year that shall not be less than 0% and not more than 200%. The "Performance Percentage" shall be based on the performance percentage that is applicable to the financially driven component of the short-term annual cash incentive award (the "STIP" award) payable for that performance year to the Chief Executive Officer(s) of Verizon Communications (the "CEO"). The Performance Percentage for this Plan for a given year shall bear the same relationship to 200% as the performance percentage that is awarded to the CEO for financial results in that year bears to the maximum percentage available to the CEO for financial results under the STIP plan. For example, for any performance year in which the performance modifier for the CEO is based on a range from 0% to 200%, then the Performance Percentage under this Plan shall be equal to the performance modifier applicable to the CEO for the same performance year. For any performance year in which the performance modifier for the CEO is based on a range from 0% to 100%, then the Performance Percentage under this Plan shall be equal to the product of two times the performance modifier applicable to the CEO for the same performance year.

- (c) **Minimum Payout.** Notwithstanding paragraphs (a) and (b) above, the minimum distribution for

Performance Year 2000 will be \$500, the minimum distribution for Performance Year 2001 will be \$600, and the minimum distribution for Performance Year 2002 will be \$700, subject in all cases to prorating under Section 3.

Section 7. Information Requests. The Company agrees to provide to the Union upon request with publicly disclosed information about the STIP compensation of the CEO. With respect to information not publicly disclosed, the Company will only provide the Union with the following:

- (a) A copy of the approved STIP achievement scale for the performance year, which sets out the financially driven performance modifiers that would be applicable to various financial results for the year. The unions will treat this information as confidential and proprietary information and will not disclose the information to any person for any purpose other than monitoring the administration of the CPS program.
- (b) A report on the outcomes of the factors that affect the financially driven component of the CEO's STIP award for a performance year. This information will be provided as soon as practicable after the end of the performance year.
- (c) A summary of the total CPS distribution payments which eligible employees received under the Plan. This information will be provided as soon as practicable following the end of the Plan Year.

Section 8. Payment of CPS Distributions. CPS Distributions, when earned, will be paid by separate payroll remittance (EFT or check) not later than March 15th of the year immediately following the Plan Year. For eligible employees who are no longer employed at the time of payment, the Company will be deemed to have satisfied its obligation to pay the CPS award if it sends payment to the eligible recipient's last known

address. Each such payment shall be subject to the applicable federal withholding rate for non-recurring payments (currently, a 28% flat rate), and other applicable payroll taxes.

Section 9. Benefit-Bearing Treatment of CPS Distribution. When paid, a CPS distribution will be treated as eligible benefit-bearing pay solely for the following purposes:

- (a) The CPS distribution will be taken into account for purposes of the Supplemental Monthly Pension calculation *under the qualified pension plan*.
- (b) The CPS distribution shall be treated as eligible benefit-bearing pay which may be contributed to the qualified Savings and Security Plan according to the same contribution percentage (if any) as is in effect for regular wages at the time the CPS distribution is paid (and the same terms and conditions for pre-tax or after-tax treatment, and for qualifying for applicable company matching contributions).
- (c) To the extent that an employee is eligible for the one-times-pay death benefit under the qualified pension plan (subject to applicable caps on such death benefit), the last CPS distribution paid to an employee prior to an employee's death shall be taken into account (to the extent it does not cause the death benefit to exceed the applicable cap).
- (d) The last CPS distribution paid to an employee prior to an employee's death shall be taken into account under the terms of the group term life insurance plan for active employees.
- (e) The CPS distribution may be taken into account for union dues to the extent determined appropriate by the union representing the employee.

CPS distributions will not be included in calculations for any other purposes.

Section 10. Grievances and Arbitration. The employee's employing company shall have the discretion to administer this Plan according to its terms. The employing company's interpretations and determinations under this Plan shall be final and binding. The employee's union representative may present grievances relating to matters covered by the Plan but neither the Plan nor its administration shall be subject to arbitration, except that the limited issue of an employee's eligibility to participate in a specific distribution under the Plan shall be arbitrable.

2000 MEMORANDUM OF UNDERSTANDING TEAM-BASED INCENTIVE PAY PLAN

From time to time, the Companies may implement team-based incentive pay linked to service, productivity and/or other business related standards set by Lines of Business or Business Units up to 10% of annual basic wage rates. These non-benefit-bearing payments may be paid monthly, quarterly, semi-annually, or annually. Teams shall be at director level or, with the concurrence of the Local Union, at a lower level. The director or lower level manager, as appropriate, will meet with the Local Union to solicit input and review the details of any team-based incentive pay plan prior to its implementation. Neither this provision nor any team-based incentive pay plan will be subject to the grievance and arbitration procedures.

**2000 MEMORANDUM OF UNDERSTANDING
PRE-TAX PUBLIC TRANSIT AND COMMUTING
PROGRAM**

Commencing not later than October 1, 2001 and continuing until December 31, 2003, for active employees whose principal business location is anywhere within the state of New York, the Company shall offer a program which allows the employee to elect to pay in pre-tax dollars, within legal limits, for certain qualifying commuting expenses, which, under current law, consist of certain van pooling and parking expenses related to commuting, and certain public transportation expenses for commuting or personal use. During the period described above, the program will be designed and administered to comply with applicable IRS regulations, as those regulations may be amended from time to time.

**MEMORANDUM OF AGREEMENT
CONCERNING A WORKING RETIREE
PROGRAM FOR NON-MANAGEMENT RETIREES**

1. This Memorandum of Agreement is entered into between the International Brotherhood of Electrical Workers, Local 2213 (the Union) and Verizon New York Inc. and the Telesector Resources Group, Inc. (the Company).
2. The purpose of this Memorandum is to provide for an additional category of temporary employee known as "Temporary Employee-Working Retiree" (Working Retiree) under the appropriate provisions of the collective bargaining agreement in effect between the Union and the Company and to identify the wage rates, employee benefits and terms and conditions of employment which will apply to Working Retirees re-employed in positions covered by the collective bargaining agreement.

3. A Working Retiree is defined as follows: A former non-management employee who retired, without a promise for reemployment, on a service pension under provisions of the NYNEX Pension Plan at least ninety (90) calendar days prior to reemployment under the Working Retiree Program.
4. Working Retirees will be used to work on on-line assignments (i.e. work on the Automatic Call Director or any similar technology). In the event that the Company needs Working Retirees to work on other than on-line assignments, it must be agreed upon by the Business Manager or his/her designee and the Company.
5. The Company may at its discretion employ a Working Retiree which it considers qualified for the position for a maximum of one hundred twenty (120) days in a calendar year to meet service needs related to workload peaks, service emergencies, employee absences for vacation, illness or disability, leaves of absence, etc.
6. Union security clauses in the collective bargaining agreement, including provisions for payments of Union dues or Agency Shop fees, will apply to Working Retirees to the same extent they apply to any other temporary employees. In accordance with the Union's current by-laws, in any payroll week in which a Working Retiree works that employee shall pay to the Union amounts equal to the periodic dues applicable to members based on a 37 1/2 hour workweek. In addition, if an employee works a total of thirty or more days as a Working Retiree and is terminated and later rehired as a Working Retiree, he will be required to pay to the Union amounts equal to the periodic dues applicable to members as of the first day that he is re-employed.
7. During such periods of reemployment, Working Retirees will not accrue service credit, seniority nor additional benefits under any active employee benefit plan. Previous net credited service will not be recognized or bridged during such reemployment. Employment is terminable at the choice of the Working Retiree or the Company. Grievances may be filed on behalf of working retirees who are terminated by the Company or otherwise disciplined but the termination or other

discipline may not be mediated or arbitrated.

8. Working Retirees will continue to receive pension and other retirement benefits (medical, dental, group life insurance and concession telephone service) based upon eligibility prior to such reemployment, subject to plan amendment or termination by the Company in accordance with plan provisions and applicable law.
9. Working Retirees are entitled to receive state-mandated disability and workers compensation benefits, in accordance with state law.
10. Working Retirees are ineligible to participate in, accrue service credit or additional benefits or receive any benefits as may currently be provided to active employees under Company plans for medical, dental, vision, group life insurance, concession telephone service, savings, pensions including death benefits, sickness and accident disability, long term disability, anticipated disability, dependent care spending account, health care spending account, tuition aid or any other such benefits for active employees. Working retirees are also ineligible for vacation, or excused work days, excused absence pay, leaves of absence, the Managed Care Network or Bonus for Meeting Service Standards, premium pay treatment other than overtime and Holiday premiums, shift or other wage differentials or any other such active employee benefits as currently provided for under the collective bargaining agreement.
11. Working Retirees will be eligible for paid Holidays if he would normally have been scheduled to work the day the Holiday is observed.
12. The Company will amend the NYNEX Pension Plan, the NYNEX Corporation Savings and Security Plan (Non-Salaried Employees) and all other applicable Company sponsored employee benefit plans to exclude Working Retirees from plan participation, service and benefit accruals and benefit entitlements as active employees for the period of their active reemployment and in the case of the Pension Plan to eliminate the suspension provisions.

13. The Company will determine available job opportunities and the qualifications required for Working Retirees.
14. Retirees may be so re-employed on an hourly (no less than four (4) hour tours), daily, or weekly; no period of reemployment is guaranteed. Regardless of the number of hours worked in a day, each day that any time is worked under the program counts as one day toward the one hundred twenty (120) day limit. Tours and overtime opportunities will be offered in seniority order on a volunteer basis first and forced in the order of reverse seniority, unless the needs of the business dictate otherwise. These tours and overtime opportunities will be offered among Working Retirees in order of time within the bargaining unit since post retirement engagement (seniority) and forced in order of reverse seniority.
15. The Company reserves the right during the period of such reemployment to assign and/or change at any time the hours, job assignment or work location of a Working Retiree in accordance with the collective bargaining agreement, with the exception of payments relating to travel time and expense.
16. Whenever a Working Retiree is re-employed, the Working Retiree shall be paid at the top hourly wage rate of the title to which he/she is being employed.
17. All hours so worked in a week will be paid at the established basic hourly rate except those hours which exceed a scheduled daily tour of 7.5 hours or more, or 37.5 hours weekly, will be paid in accordance with the collective bargaining agreement.
18. Contractual provisions requiring certain repayment of Income Protection Plan benefits are not applicable to individuals re-employed under the Working Retiree Program.
19. All safety related contractual provisions and practices are applicable for Working Retirees.
20. Retirees accepted for reemployment under the Working Retiree Program must sign an appropriate reemployment agreement acknowledging the continuation of their retiree

pension and other benefits and the waiving of any eligibility for additional active employee service credit and benefits during any such period of reemployment.

21. Contractual grievance procedures will apply to Working Retirees. However, the mediation and arbitration procedures will not apply to Working Retirees.
22. Except as specifically identified in this Memorandum, other provisions of the collective bargaining agreement are not applicable to Working Retirees.
23. The Company recognizes Working Retirees as having the same Union membership rights and obligations as all other classifications of bargaining unit employees under the collective bargaining agreements, including during any period of Union authorized work stoppage.
24. This Memorandum of Agreement will be terminated on August 2, 2003, unless extended by the parties.
25. The parties have the right to arbitrate, in accordance with the procedures set forth in the collective bargaining agreement, any dispute as to the true intent and meaning of this agreement.

MEMORANDUM OF AGREEMENT TRANSFER OF JOBS

The following limitation on permanent transfers of jobs shall be effective August 6, 2000 and terminate concurrently with the labor agreements, August 2, 2003.

1. During each contract year of the parties' current collective bargaining agreements ("CBA"), from August 6, 2000 to August 2, 2003, a Company shall not permanently transfer more than .7% of the IBEW represented jobs from any IBEW bargaining unit within each county in New York State ("NYS") to an area outside NYS. The percentage of jobs permanently transferred from any bargaining unit within each county in NYS to an area outside NYS will be calculated for each

bargaining unit as follows:

- a. Total IBEW Represented Jobs in a bargaining unit in each county in NYS permanently transferred to an area outside NYS.
 - b. (divided by) Total IBEW Represented Jobs in that Bargaining Unit in NYS.
2. If an employee voluntarily transfers from a job in NYS to a job outside NYS, the transfer of that employee shall not be included in the calculation of the percentage of jobs permanently transferred for purposes of determining whether the .7% per year limit has been exceeded.
3. This Agreement does not limit or restrict Employee Transfer Plans.

For The Companies

John P. Navarro
Vice-President, Labor Relations

For the IBEW Local 2213

Mary Jo Arcuri
Business Manager

2000

JANUARY

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JULY

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AUGUST

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19	20	21	22	23	24	25
26	27	28	29	30	31	

MARCH

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

SEPTEMBER

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

APRIL

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

OCTOBER

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

MAY

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

NOVEMBER

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

JUNE

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

DECEMBER

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

2002

JANUARY

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

FEBRUARY

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28		

MARCH

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

APRIL

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

MAY

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

JUNE

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

JULY

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

AUGUST

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

SEPTEMBER

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

OCTOBER

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

NOVEMBER

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

DECEMBER

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

2003

JANUARY

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

FEBRUARY

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	

MARCH

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

APRIL

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

MAY

S	M	T	W	T	F	S
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4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

JUNE

S	M	T	W	T	F	S
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8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

JULY

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

AUGUST

S	M	T	W	T	F	S
					1	2
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10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
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SEPTEMBER

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21	22	23	24	25	26	27
28	29	30				

OCTOBER

S	M	T	W	T	F	S
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5	6	7	8	9	10	11
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19	20	21	22	23	24	25
26	27	28	29	30	31	

NOVEMBER

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
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DECEMBER

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14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

NOTES